

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-08P-13658

THIS LEASE, made and entered into this date by and between

ACQUEST GOVERNMENT HOLDINGS FC II LLC

whose address is 300 Pearl Street  
Buffalo, New York 14202

and whose interest in the property hereinafter described is that of the OUTDOOR PEN PROJECT at 4101 LaPorte Avenue, Fort Collins, Colorado.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: 170,546 rentable s.f. of space as

Garage/Shop Bldg*	4,897 s.f.	Bulk Chemical Storage Bldg.	341 s.f.
Indoor Aviary	2,113 s.f.	Predator Pens*** (4)	27,360 s.f.
Flight Pen**	43,200 s.f.	Raptor Pens (3)	20,520 s.f.
Outdoor Aviary	4,305 s.f.	Mammal Pens (4)	27,360 s.f.
Small Bird Pen	6,150 s.f.	Rodent Bldgs (3)	3,292 s.f.
Waterfowl Pen	11,808 s.f.	Warehouse	19,200 s.f.

\*Includes the Equipment Compound but not its square footage of 25,875 s.f.

\*\*Includes three associated Observation Blinds but not their square footage (192 s.f. total)

\*\*\*Includes the Observation and Exercise Arena and its three Observation Blinds but does not include the square footage of either the Arena (43,136 s.f.) or the three Observation Blinds (192 s.f. total)  
to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2002 or 15 months from date of award, whichever is later, through June 30, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$2,358,651.00 at the rate of \$196,554.25 per month in arrears.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Acquest Government Holdings FC II LLC  
300 Pearl Street  
Buffalo, New York 14202

4. The Government may terminate this lease, in whole or in part, at any time on or after June 30, 2022 by giving at least 180 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease may be renewed at the option of the Government, for the following terms and at the following rentals:  
Two 10-year renewal options at \$7.00 per rentable square foot plus any operating cost escalations which occurred in accordance with SFO paragraph 8.3 entitled "Operating Costs GSAR 552.270-23", provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- The Lease contract includes add alternates 1 (vinyl coating on the fence), 4 (water main loop), 5 (overflow parking lot), 6 (brick on the warehouse), 8 (security system) and 11 (Lightening protection on the Indoor Aviary). Payment for these items is included in the annual rental.
  - An on-site building manager will be designated for the facility.
  - In accordance with SFO Paragraph 8.2 entitled "Tax Adjustment GSAR 552.270-24" base year taxes will be the first year of a full assessment. The Government will pay or deduct future percentage increases or decreases above or below the actual base year tax amount.
  - The General Contractor will be Colorado Jaynes.
  - The Architect will be Vaught-Frye Architects.
  - The facility will be in full compliance with the more stringent of the Americans with Disabilities Act (ADA) or the Uniform Federal Accessibility Standards (UFAS).
  - The facility will be in full compliance with all General Services Administration (GSA) and local fire safety codes and regulations. Whenever a conflict arises between the GSA regulations and the local code, the more stringent requirement shall apply.
  - Liquidated damages in the amount of \$2,400.00 per calendar day will be assessed if occupancy is delayed past the negotiated occupancy date of 15 months after receipt of the Government award letter.
  - Construction of the facility is to be per plans and specifications as amended.
  - All applicable sales and use taxes are included in your offer.
  - In the event of failure by the Lessor to provide the initial space alterations under this lease by the specified time periods, the Government may by contract or otherwise, provide these items/alterations, and charge to the Lessor any costs incurred by the Government that are related to the provision of such, including any administrative costs, and deduct such costs from any rental payments.
  - A final inspection will be conducted prior to occupancy of the space in accordance with the SFO and General Clauses. A Certificate of Occupancy must be provided prior to or on the final inspection, however, Government acceptance of the space is an independent determination. The Contracting Officer will establish a punch list deduction for incomplete/unacceptable items and the deduction may be taken from the annual rental until the items are completed and accepted by the Government. The deducted moneys are not refundable.

7. The following are attached and made a part hereof:

The General Provisions and Instructions (Standard Form 2 - A \_\_\_\_\_ edition).

- Standard Form 2 pages 1-3, containing paragraphs 1 - 29.
- Davis Bacon Wage Determinations dated March 9, 2001, consisting of 12 pages.
- Solicitation for Offers (SFO) 99-15 consisting of 43 pages.
- GSA Form 3517 entitled "General Clauses" consisting of 26 pages.
- Ground lease, as amended, between the Government and Colorado State University, consisting of 23 pages.
- GSA Form 3518, entitled "Representations and Certifications" consisting of 6 pages.
- Amendment No. 1 to SFO 99-15, consisting of 206 pages.
- Amendment No. 2 to SFO 99-15, consisting of 201 pages.
- Amendment No. 3 to SFO 99-15, consisting of 32 pages.

(Paragraph 7 is continued on page 3)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Acquest Government Holdings FC II, LLC - William L. Huntress

(b) (6)

(Signature)

(Signature)

IN PRE

(b) (6)

(Signature)

(b) (6)

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

(b) (6)

BY

Contracting Officer  
(Official title)



Paragraph 7 continued:

- j. Amendment No. 4 to SFO 99-15, consisting of 8 pages.
- k. Technical Specifications Volume One dated August 15, 1997 consisting of 472 pages.
- l. Technical Specifications Volume Two dated August 15, 1997 consisting of 323 pages.
- m. Technical Specifications Bulk Chemical Storage Facility dated April 1999 consisting of 198 pages.
- n. Technical Specifications Warehouse dated April 1999 consisting of 510 pages.
- o. Technical Specifications Security System dated June 15, 2000 consisting of 58 pages.
- p. Incorporated by reference are the drawings completed by Bernard Johnson, Young, Inc. and by Leo A. Daily, as specified in Attachment "A" to Amendment No. 1."

"8. The following changes were made in this lease prior to its execution:

- a. The words "on or after June 30, 2022" were added after the word time in Paragraph 4.
- b. The words "in whole or in part" were added after the word "lease" in Paragraph 4."

"9. In accordance with Paragraph 8.2 of the SFO No. 99-15, entitled "Tax Adjustment GSAR 552.270-24" the Government's percentage of occupancy under this lease is 100 percent based on a facility square footage of 170,546 rentable square feet."

"10. In accordance with Paragraph 8.3 of SFO No. 99-15, entitled "Operating Cost GSAR 552.270-23" the base rate for escalation of operating expenses will be (b) (4) per rentable square foot and does not include gas, electricity, or water charges which will be adjusted annually in accordance with SFO paragraph 8.5." 8.3."

"11. In accordance with Paragraph 9.3, of SFO No. 99-15, entitled "Overtime Usage", the cost for use of overtime utilities shall be (b) (4) per hour for the entire facility. The facility requires 24 hour a day, 7 day a week HVAC at no additional charge to the Government."

"12. Reimbursable Items: The Lessor hereby agrees to provide and install the following described work items as required. The Government agrees to reimburse the Lessor for these items. Reimbursement to the Lessor will be made upon completion of the work, inspection and acceptance of the leased space by the Government, and upon receipt of an itemized invoice from the lessor. In no event shall payment be made prior to the specified delivery date for the space. All amounts indicated include all costs of materials and installation, unless otherwise noted. All reimbursable items are the property of the Government. Payment will be made for those items newly installed, based upon the following negotiated and agreed upon costs:

\$239,500 - which includes the following security items:

Barrier Gate Control

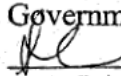
- (b) (4)
- Swing Gate Operators
- Vehicle Detection Loops
- Vehicle Detectors
- Emergency Power Supply

Wire

(b) (4)

New Access

- (b) (4)
- Security Management System
  - 26 Motorola Proximity Readers [1]
  - 2 Lenel Systems LNL-500 System
- Controllers
  - 13 Lenel Systems LNL-1320 Dual
- Reader Interfaces
  - 15 Lenel Systems LNL-AL4DDULX UL
- Listed Power Supplies
  - Camera # 1,3,8,9,10,11,12,13
  - 8 Vicon 814704 VC2800-DSP CCD
- Color Cameras
  - 8 Vicon 582800 V3.5-8VF-CS Auto-Iris
- Lens
  - 1 Vicon 807700 V9317HC-SH Indoor

Lessor & Government  
(b) (6) &   
Initials

Housing

- 8 Vicon 187808 V1100AWM Wall

Mounts

- 8 Vicon RS242SUL-4 Power Supplies
- 8 NIT TS1000RR Video Links
- Intrusion Detection
- 13 Sentrol 2787 High Security Door

Contacts

- 10 Sentrol 5775-N Glass Break

Sensors

- 2 Sentrol 2727A High Security

Overhead Door Contacts

- Intercom System
- 1 Aiphone LEF-3 Three Station

Intercom Master

- 1 Aiphone PS-12 Power Supply
- 1 Aiphone LED Intercom Substation

IDS

- Fence

(b) (4)

- 4 Processors, interconnects

- Lenel Input Panel

(b) (4)

- Gen'l Conditions

(b) (4)

- cables, microlinks, cable ties, power supplies

Electrical

(b) (4)

CJ Overhead/Profit

(b) (4)

Acquest Overhead/Profit

(b) (4)

239,500

[1] Readers # 17 thru 22, 33 thru 53"

"13. The Government has the right to purchase the remainder of the security system at any time during the lease contract for its remaining depreciated value. Should the Government purchase the remainder of the security system, maintenance of the system will become the responsibility of the Government after the 1-year warranty period. At that time, a deduction in the amount of (b) (4) as escalated will be taken from the operating costs for maintenance of the system. Until such time that the Government purchases the remainder of the system, the lessor is responsible for maintenance of the entire system, including the portions already purchase by the Government (See paragraph 12 above)."

"14. Should the properties on the 4101 LaPorte Avenue site ever be sold to separate entities, the lessor of record is responsible for ensuring that all systems that intertwine between the leases are separated or clearly delineated as to which party is responsible for maintenance/replacement (i.e. parking lot lights, telephone service, etc.)."

"15. Access to the existing buildings on the site are to be maintained during the construction period including maintenance of access roads from excessive mud or debris."

"16. The Government is responsible for emptying and properly disposing of the contents of the diversion tanks."

I (b) (6) & Government  
& *HL*  
Initials

"17. Erosion control is the responsibility of the lessor."

"18. In accordance with SFO No. 99-15, the lessor's cost of capitol for tenant improvements is 7.65 percent."

"19. Fire casualty

"20. Construction at the Animal Research Building located on the site may be occurring during the construction of this facility. Lessor and lessor's contractors/representatives agree to provide reasonable accommodations to coordinate issues that may arise under and between the separate contracts."

"21. Any construction savings, including the contingencies (construction contingency of (b) (4) and soft cost contingency of (b) (4) shall be shared <sup>100%</sup> percent to the Government and <sup>100%</sup> percent to the Lessor."

"22. Any cost savings on permits, building fees, and inspections costs will be reimbursed to the Government 100 percent. The Lease includes a maximum of \$200,000 for these costs. In no event will the Government be required to pay additional money for permitting, building fees, or inspection costs."

"23. The Government intends to look into potential cost savings measures by changing the specifications for the animal cages and the security system. Any cost savings achieved from changing the specifications of the cages and security system shall be 100 percent credited to the Government."

"24. ½ inch mesh for the exterior walls of the outdoor animal pens is included in this project."

"25. Lessor is responsible for and has included adequate money to repair/replace the flight pen visual barrier/netting as necessary and reseal the concrete floors throughout the lease term."

"26. Lessor will provide information to the Government prior to occupancy on the cost to use wind energy. The Government will pay the actual cost of the wind energy should it elect to use wind energy."

"27. The Lessor agrees to furnish electricity (including wind energy electricity if selected by the Government), water and gas to the leased premises in addition to the other services provided under this Lease. On the anniversary date of the lease, the rental will be adjusted to provide for increases or decreases in the Lessor's cost of furnishing utilities. The amount difference between the negotiated amount and the actual amount will be reimbursed to either party in a one-time payment. The rent for the following year would be adjusted to reflect the actual cost of utilities for the previous year. The adjustment shall not include any fines, penalties, interest or cost added thereto for non-payment or for delay in payment beyond any discount period. The base year utilities costs shall be clearly identified in the offeror's proposal."

"28. Any cost reimbursement, for the water loop or related system, made to the Lessor from any other entity, including CSU, shall be passed directly to the Government in the form of either a rental reduction or as funding for additional work at the facility. The Government shall determine form of repayment. Lessor shall aggressively pursue obtaining cost reimbursement from other entities. Paragraph 17.11(B) in amendment no. 4 is hereby altered to read: "Developer is to include a fixed amount of \$125,000 for the revised as described above, Water Main Loop..."

"29. The Lessor is responsible to ensure that there is adequate water pressure to run fire sprinkler, domestic water needs, and landscape maintenance, etc. to the facility."

Lessor & Government  
(b) (6) &   
Initials



GENERAL DECISION CO000010 03/09/01 CO10  
General Decision Number CO010010

Superseded General Decision No. CO000010

State: Colorado

Construction Type:  
BUILDING

County(ies):  
LARIMER

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001

COUNTY(ies):  
LARIMER

	Rates	Fringes
ASBE0028A 01/01/2001		
ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems and asbestos removal)	17.12	4.85

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	Rates	Fringes
* BOIL0101B 01/01/2001		
BOILERMAKERS	21.34	11.04

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	Rates	Fringes
CARP1001A 05/01/2000		
CARPENTERS (including installation of acoustical ceiling and drywall hanging)	18.70	4.80

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	Rates	Fringes
CARP2834A 05/01/2000		
MILLWRIGHTS	22.12	5.84

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	Rates	Fringes
ENGI0009I 05/01/2000		
POWER EQUIPMENT OPERATORS:		
Backhoe, under 3/4 yd.	18.37	4.77
Backhoe, 3/4 yd. and over	18.52	4.77
Crane, 50 tons and under	18.52	4.77
Crane, 51 to 90 tons	18.67	4.77
Crane, 91 to 140 tons	18.82	4.77
Crane, 141 tons and over	19.58	4.77
Forklift	18.02	4.77
Loader, over 6 cu yds	18.52	4.77

Loader, up to and including 6 cu. yds	18.37	4.77
Oiler	17.67	4.77
Roller, rubber tires under 5 tons	18.02	4.77
Roller, all types over 5 tons	18.37	4.77

IRON0024E 02/01/2001

	Rates	Fringes
IRONWORKERS, Reinforcing and Structural	20.00	5.20

LABO0578B 05/01/1999

	Rates	Fringes
LABORERS, Unskilled	12.20	2.95

PLAS0577C 05/01/2000

	Rates	Fringes
CEMENT MASONS	20.20	3.52

PLUM0003C 07/01/2000

	Rates	Fringes
PLUMBERS (Including HVAC Work)	24.92	5.29

PLUM0208A 07/01/2000

	Rates	Fringes
PIPEFITTERS (Including HVAC Work)	24.97	5.29

\* SFCO0669A 01/01/2001

	Rates	Fringes
SPRINKLER FITTERS	25.01	7.50

SHEE0009H 07/01/2000

	Rates	Fringes
SHEET METAL WORKER (Including all sheetmetal work in connection with HVAC work)	23.98	7.21

SUCO1029A 07/24/1991

	Rates	Fringes
ELECTRICIANS	13.26	1.30

WELDERS - Receive rate prescribed for craft performing operation  
to which welding is incidental.

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates

(b) (6)

listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

(b) (6)



GENERAL DECISION C0000001 03/09/01 C01  
General Decision Number C0010001

Superseded General Decision No. C0000001

State: Colorado

Construction Type:  
HEAVY  
HIGHWAY

County(ies):  
STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/02/2001
1	03/09/2001

COUNTY(ies):  
STATEWIDE

CARP0002E 05/01/2000

	Rates	Fringes
CARPENTERS	19.00	4.80

CARP2834A 05/01/2000

	Rates	Fringes
MILLWRIGHTS	22.12	5.84

ELEC0012B 06/01/2000

	Rates	Fringes
ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE AND SAGUACHE COUNTIES		

ELECTRICIANS:

Electrical work \$200,000 or less	18.98	3%+6.14
Electrical work over \$200,000	22.13	3%+6.14

ELEC0068A 06/01/2000

	Rates	Fringes
ADAMS, ARAPAHOE, BOULDER, CLEAR CREEK, DENVER, DOUGLAS, EAGLE, GILPIN, GRAND, JACKSON, JEFFERSON, LAKE, LARIMER, LOGAN, MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON, WELD AND YUMA COUNTIES		

ELECTRICIANS	24.61	3%+6.56
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ELEC0111A 09/01/1999

	Rates	Fringes
LINE CONSTRUCTION:		
Cable Splicers	24.67	15.25%+2.00
Lineman, Gas Fitter, Welder	25.15	15.25%+2.00
Line Equipment Operator,		
Line Truck Crew	19.64	15.25%+2.00
Groundman	12.94	15.25%+2.00

(b) (6)

ELEC0111B 03/01/1998

	Rates	Fringes
TRAFFIC SIGNAL INSTALLER	18.56	10.6%+ 2.00
EQUIPMENT OPERATOR	17.48	10.6%+ 2.00
GROUNDMAN	11.52	10.6%+ 2.00

ELEC0113C 06/01/2000

	Rates	Fringes
CHEYENNE, ELBERT, EL PASO, KIT CARSON, LINCOLN, PARK, AND TELLER COUNTIES		
ELECTRICIANS	22.35	3%+7.14

ELEC0969C 06/01/2000

	Rates	Fringes
DELTA, DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MESA, MOFFAT, MONTEZUMA, MONTROSE, OURAY, PITKIN, RIO BLANCO, ROUTT, SAN JUAN AND SAN MIGUEL COUNTIES		
ELECTRICIANS	20.35	4%+5.14

ENGI0009A 05/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS: (TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES)		
GROUP 1	19.82	4.77
GROUP 2	20.17	4.77
GROUP 3	20.27	4.77
GROUP 4	20.52	4.77
GROUP 5	20.67	4.77
GROUP 6	21.07	4.77
GROUP 7	20.82	4.77

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mole

GROUP 7 - Mechanic Welder

ENGI0009B 05/01/2000

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
GROUP 1	17.67	4.77
GROUP 2	18.02	4.77
GROUP 3	18.37	4.77

(b) (6)

yards to and including cubic yards, Floats.

GROUP 4 Dump Truck Driver over 29 cubic yards to and including 79 cubic yards, Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards, Tire Man, Distributor Truck Driver, Cab Operated Distributor Truck Driver.

GROUP 5 Dump Truck Driver over 79 cubic yards, Mechanic, Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

GROUP 6 Low Boy.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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(b) (6)



Wage and Hour Administrator  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

(b) (6)

GROUP 4	18.52	4.
GROUP 5	18.67	4.77
GROUP 6	18.82	4.77
GROUP 7	19.58	4.77

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, oiler, brakeman, drill operator - smaller than Williams MF and similar, tender to heavy duty mechanic and/or welder, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, fireman or tank heater, road, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons, grade checker

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, equipment, lubricating and service engineer, engineer fireman, grout machine, gunnite machine, hoist, 1 drum, hydraulic backhoes, wheel mounted under 3/4 yd., loader, barber green, etc.; loader up to and including 6 cubic yards, motor grader/blade, rough; road stabilization machine, rollers, self-propelled all types over 5 tons, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck

GROUP 4 - Cable operated crane, track mounted, cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, crane, 50 tons and under, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, machine doctor, mechanic, mixer mobile, motor grader/blade, finish, multiple unit portable crusher, with or without washer; piledriver, scrapers, single bowl under 40 cubic yards, self-propelled hydraulic crane, tractor with sideboom, truck mounted hydraulic crane, roto-mill and similar, welder

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, crane 51 to 90 tons carrier mounted, electric rail type tower crane, hoist, 3 drum or more, quad nine and similar push unit, scrapers single bowl including pups 40

cubic yards and tandem bowls and over mechanic - welder (heavy-duty)

GROUP 6 - Cableway, crane (91 to 140 tons), climbing tower crane,

(b) (6)

crawler or truck mounted tower crane, derrick, wheel excavator,  
tower crane, rail type, belt or elevating loader

GROUP 7 - Cranes (140 tons and over)

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IRON0024F 02/01/2001

	Rates	Fringes
IRONWORKERS:		
STRUCTURAL, ORNAMENTAL, AND		
REINFORCING	20.00	7.11

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LABO0086A 05/01/2000

	Rates	Fringes
LABORERS:		
GROUP 1	14.55	3.28
GROUP 2	14.60	3.28
GROUP 3	15.10	3.28
GROUP 4	11.25	3.28

LABORER CLASSIFICATIONS

GROUP 1 - Minimum labor, including caissons to 8' carrying Reinforcing Rods; Dowel Bars; Fence Erectors; Fire Watchers on power plants and oil refineries; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Nursery Man (including seeding; mulching and planting trees); pipe plants and yards; Shrubs and flowers; Stake Caser; Tie Bars and Chairs in Concrete Paving; Waterproofing Concrete.

GROUP 2 - Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Boring Machines; Air Hydraulic Boring machines; Automatic Concrete Power Curbing Machines; Concrete Processing Material; form setters; Highways, Streets, and Airports runways; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil and Telephone Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; Timbermen, Timber and Chain Saws; Sand Blaster; Licensed Powdermen;

Powdermen and Blaster; Siphons; Signalmen; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scales and work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swinging Stage, Life Belt, or Block and Tackle as a safety requirement

GROUP 4 - Traffic Directors

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LABO0086B 05/01/2000

	Rates	Fringes
LABORERS: (TUNNEL)		

(b) (6)



GROUP 1	14.55	3.
GROUP 2	15.45	3.28
GROUP 3	15.55	3.28
GROUP 4	16.65	3.28
GROUP 5	16.60	3.28

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Gunniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

LABO0086C 05/01/2000

	Rates	Fringes
LABORERS: (SHAFTS, RAISES, MISSILE SILOS AND ALL UNDERGROUND WORK OTHER THAN TUNNELS)		

GROUP 1	15.55	3.28
GROUP 2	15.70	3.28
GROUP 3	15.80	3.28
GROUP 4	16.05	3.28
GROUP 5	16.15	3.28
GROUP 6	16.75	3.28

LABORER CLASSIFICATIONS (SHAFTS, RAISES, MISSILE SILOS AND UNDERGROUND)

GROUP 1 - Laborers; Topmen; Bottommen; Cagers

GROUP 2 - Chucktenders; Concrete Laborers; Whirley Pump Operators

GROUP 3 - Tenders in Shotcrete Gunniting and Sandblasting; Tenders on Core and Diamond Drills; Pot Tenders;

GROUP 4 - Diamond and Core Drill Operators; Gunnite Nozzlemen; Shotcrete Operators; Sandblasters; and Pump Concrete Placement Men

GROUP 5 - Any employee performing work underground from a bos'n chair, swinging stage, life belt or block and tackle as a safety requirement

GROUP 6 - Collapsible Form Movers and Setters, Miners, Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, Including the Placement of Sheeting when Required) and all Cutting and Welding that is Incidental to the Miner's Work;

(b) (6)

Liner Plate Setters; Internal and External Vibrator Men

LABO0086D 05/01/2000

	Rates	Fringes
LABORERS:		
Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste	17.95	3.28

WATER, SEWAGE AND GAS LINES

Janitors, Yardmen, Traffic Directors	11.25	3.28
Laborers	13.85	3.28
Pipelayer (one per crew)	14.35	3.28

PAIN0079G 09/01/1999

	Rates	Fringes
PAINTERS:		
BRUSH	18.36	3.67
SPRAY AND SWING STAGE	19.36	3.67

PLAS0577D 05/01/2000

	Rates	Fringes
CEMENT MASONS	20.20	3.52
HAZARDOUS AND TOXIC WASTE CONSTRUCTION SPECIALIST:	22.20	3.52
CONCRETE SPECIALIST: Including finishing; grouting patching and curbing	23.20	3.52

PLUM0003E 07/01/2000

	Rates	Fringes
DENVER COUNTY PLUMBERS	24.92	5.29

PLUM0020E 07/01/2000

	Rates	Fringes
ALAMOSA, BACA, BENT, CHAFFEE, COSTILLA, CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL, OTERO, PROWERS, PUEBLO, RIO GRANDE & SAGUACHE		

PLUMBERS & PIPEFITTERS (Including HVAC Work):

Free Zone - 0 - to 40 miles	19.00	5.77
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Zone 1 - 40 miles and over: \$19.00 per hour + \$32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route, beginning at 5th and Main Streets in Pueblo, Colorado, when

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the employee stays overnight or drives their own vehicle

Hazardous Pay: Add \$2.20 per hour to \$19.00 base rate.  
Hazardous pay applies to projects at chemical plants,  
steel mills, cement plants, power generator plants, process  
piping at manufacturing plants, food processing plants, and  
all projects which may present a health hazard or serious  
personal injury.

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PLUM0058E 07/01/2000

	Rates	Fringes
CHEYENNE, EL PASO, AND TELLER, ELBERT (SOUTHERN PORTION INCLUDING THE TOWNS OF ELBERT, MATHERSON AND SIMLA), LINCOLN (INCLUDING THE TOWN OF GEONA AND ARIBA IN THE SOUTHERN PORTION OF COUNTY), KIT CARSON (INCLUDING TOWNS OF DFALGLER, SEIBERT, VONA, STRATTON AND BETHUNE), DOUGLAS (INCLUDING TOWNS OF LASPUR AND PALMER LAKE), PARK (INCLUDING TOWNS OF FAUPLAY, HARTSEL, AND LAKE GEORGE) COUNTIES		

PLUMBERS & PIPEFITTERS:	23.15	5.85
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PLUM0145B 05/01/2000

	Rates	Fringes
MONTEZUMA COUNTY		
PLUMBERS	21.28	5.40

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PLUM0208J 07/01/2000

	Rates	Fringes
DENVER COUNTY:		
PIPEFITTERS	24.97	5.29

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TEAM0435A 05/01/2000

	Rates	Fringes
TRUCK DRIVERS:		
GROUP 1	14.21	5.27
GROUP 2	14.93	5.27
GROUP 3	15.27	5.27
GROUP 4	15.80	5.27
GROUP 5	16.45	5.27
GROUP 6	17.25	5.27

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 Pickup, Greasemen, Servicemen and Ambulance Drivers,  
Battery Men, Sweeper Truck, Flat Rack Single Axle and Manhaul,  
Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 Dump Truck Driver to and including 6 cubic yards, Dump  
Truck Driver over 6 cubic yards to and including 14 cubic  
yards, Fork Lift Driver, Straddle Truck Driver, Lumber Carrier,  
Liquid and Bulk Tankers Single Axle, Tandem Axle, Semi or  
Combination, Euclid Electric or Similar, Multipurpose Truck  
Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck,  
Combination Fuel and Grease.

GROUP 3 Truck Driver Snow Plow, Truck Driver Dumptor Type  
Jumbo and similar type equipment, Dump Truck Driver of 14 cubic



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THE GENERAL SERVICES ADMINISTRATION  
APPROXIMATELY 170,546 RENTABLE SQUARE FEET  
SOLICITATION FOR OFFERS NO. 99-15  
FORT COLLINS, COLORADO

NAME: SHARON CONGER  
TITLE: CONTRACTING OFFICER

THE INFORMATION COLLECTION REQUIREMENTS CONTAINED IN THIS SOLICITATION/CONTRACT, THAT ARE NOT REQUIRED BY REGULATION, HAVE BEEN APPROVED BY THE OFFICE OF MANAGEMENT AND BUDGET PURSUANT TO THE PAPERWORK REDUCTION ACT AND ASSIGNED THE OMB CONTROL NO. 3090-0163

SFO NO. 99-15  
DATED: 07/14/00

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**SECTION 1 - PREAWARD - PROJECT PARAMETERS:**

**1.1 AMOUNT AND TYPE OF SPACE**

(A) THE GENERAL SERVICES ADMINISTRATION (GSA) IS INTERESTED IN LEASING SPACE IN FORT COLLINS, COLORADO.

(B) THE FOLLOWING SPACE IS REQUIRED:

GARAGE/SHOP BLDG.*	4,897 S.F.
BULK CHEMICAL STORAGE BLDG.	341 S.F.
WAREHOUSE	19,200 S.F.
INDOOR AVIARY	2,113 S.F.
FLIGHT PEN**	43,200 S.F.
OUTDOOR AVIARY	4,305 S.F.
SMALL BIRD PEN	6,150 S.F.
WATERFOWL PEN	11,808 S.F.
PREDATOR PENS (4)	27,360 S.F.
RAPTOR PENS*** (3)	20,520 S.F.
MAMMAL PENS (4)	27,360 S.F.
RODENT BLDGS. (3)	3,292 S.F.
<b>TOTAL</b>	<b>170,546 S.F.</b>

\*INCLUDES THE EQUIPMENT COMPOUND BUT NOT ITS SQUARE FOOTAGE (25,875 S.F.)

\*\*INCLUDES THREE ASSOCIATED OBSERVATION BLINDS BUT NOT THEIR SQUARE FOOTAGE (192 S.F. TOTAL)

\*\*\*INCLUDES THE OBSERVATION AND EXERCISE ARENA BUT NOT ITS SQUARE FOOTAGE (45,136 S.F.) NOR THE S.F. OF THE THREE ASSOCIATED OBSERVATION BLINDS (192 S.F. TOTAL)  
THE CONSTRUCTION OF THE COMPOUND WILL INCLUDE EXTENSIVE SITE WORK, CONSTRUCTION/PAVING OF ALL RELEVANT ROADWAYS, AND FENCING.

SPACE OFFERED MUST BE IN QUALITY BUILDINGS OF SOUND AND SUBSTANTIAL CONSTRUCTION AND SHALL CONFORM TO THE REQUIREMENTS SET FORTH HEREIN.

OFFERS ARE SOLICITED FOR APPROXIMATELY 170,546 SQUARE FEET OF RENTABLE SPACE PLUS 25,875 S.F. OF WAREYARD. OFFERS MUST HAVE APPROXIMATELY 169,410 SQUARE FEET OF OCCUPIABLE SQUARE FEET, AVAILABLE FOR USE BY TENANT FOR PERSONNEL, FURNISHINGS, AND EQUIPMENT. FOR PURPOSES OF THIS SOLICITATION, THE DEFINITION OF OCCUPIABLE SQUARE FEET IS IN THE PARAGRAPH ENTITLED, "OCCUPIABLE SPACE" OF THIS SOLICITATION.

**1.2 LOCATION**

THE SPACE MUST BE LOCATED AS SHOWN ON THE DRAWINGS AT 4101 LAPORTE AVENUE, FORT COLLINS, COLORADO.

**PARKING:**

THE PARKING TO SQUARE FOOT RATIO AVAILABLE ON-SITE MUST MEET CURRENT LOCAL CODE OR AS SHOWN ON THE DRAWINGS, WHICHEVER IS MORE STRINGENT.

**1.3 UNIQUE REQUIREMENTS**

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- A. ALL OFFERS MUST BE FOR A FULLY SERVICED LEASE. THE LEASE MUST INCLUDE ALL UTILITIES, JANITORIAL, LANDSCAPING, MAINTENANCE, SNOW REMOVAL, SECURITY, ETC.
- B. THERE SHALL NOT BE A CHARGE TO THE SUCCESSFUL OFFEROR FOR THE PERMANENT CONNECTION TO THE EXISTING UTILITIES ON THE SITE.
- C. THE LESSOR WILL BE RESPONSIBLE FOR THE ONGOING MAINTENANCE OF ALL THE ALTERATIONS AND ITEMS, WHICH WERE PROVIDED AND INSTALLED UNDER THE LEASE WHETHER INCLUDED IN THE LEASE RATE OR PAID ON A REIMBURSABLE BASIS. IF ITEMS ARE GOVERNMENT PROVIDED, THE LESSOR IS ONLY RESPONSIBLE FOR INSTALLATION WORK.
- D. AN ON-SITE PROPERTY MANAGER, EMPLOYED AND PAID BY THE SUCCESSFUL OFFEROR MUST BE PROVIDED.
- E. THE BUILDINGS SHALL CONFORM TO ASHRAE/IES 90.1-1989 AND SPECIFICATIONS IDENTIFIED IN THIS SOLICITATION, INCLUDING THE ASHRAE/IES 90.1-1989, "ENERGY EFFICIENT DESIGN OF NEW BUILDINGS, EXCEPT NEW LOW-RISE RESIDENTIAL BUILDINGS." THE MOST STRINGENT CODE SHALL APPLY AND GOVERN.
- F. IDENTIFICATION BY BRAND NAMES DOES NOT INDICATE A PREFERENCE FOR THE PRODUCTS MENTIONED, BUT INDICATES A MINIMUM LEVEL OF QUALITY, STYLE AND PERFORMANCE. IF OFFEROR IS BIDDING WITH AN "OR EQUAL" PRODUCT, IT MUST BE SPECIFICALLY IDENTIFIED (INCLUDING SPECIFICATION SHEETS AND ANALYSIS COMPARING THE TWO ITEMS) PRIOR TO BEST AND FINAL OFFERS FOR THE GOVERNMENT EVALUATION AND APPROVAL.
- G. THE GOVERNMENT RESERVES THE RIGHT TO INSTALL ANY ADDITIONAL SECURITY ITEMS, AS IT DEEMS NECESSARY.
- H. THE PARTIES RECOGNIZE, ALTHOUGH THE GOVERNMENT PROCURED THE SERVICES OF THE ARCHITECTURAL AND ENGINEERING FIRM, WHICH RESULTED IN PLANS AND SPECIFICATIONS FOR THE SUBJECT BUILDINGS, THE LESSOR IS ULTIMATELY RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE BUILDINGS. ADDITIONALLY, THE LESSOR UNDERSTANDS THAT IT IS HIS RESPONSIBILITY TO OBTAIN THE ARCHITECTURAL AND ENGINEERING SERVICES REQUIRED TO PROVIDE CONSTRUCTION DOCUMENTS THAT INCORPORATE ALL THE AMENDMENT ITEMS, AND THAT LESSOR WILL BE RESPONSIBLE FOR ANY AND ALL LIABILITY OF THE DESIGN. THE LESSOR MAY USE THE GOVERNMENT ARCHITECTURAL FIRMS THAT PROVIDED THE INITIAL DESIGN, HOWEVER, IS NOT REQUIRED TO DO SO.
- I. IT IS THE GOVERNMENT INTENTION TO KEEP REDESIGN OF THE BUILDING AND/OR SYSTEMS TO A MINIMUM. ANY REDESIGN PROPOSALS ARE SUBJECT TO APPROVAL OF THE CONTRACTING OFFICER. IF MAJOR REDESIGN IS REQUIRED BY AN OFFEROR'S PROPOSAL, IT WILL BE THE RESPONSIBILITY OF THE OFFEROR TO ABSORB THE COST OF THE REDESIGN. THE DETERMINATION OF MAJOR REDESIGN IS AT THE SOLE DISCRETION OF THE CONTRACTING OFFICER.
- J. ACCESS TO THE ANIMAL RESEARCH BUILDING AND THE WILDLIFE SCIENCE BUILDING, 4101 LAPORTE AVENUE, SHALL NOT BE BLOCKED DURING CONSTRUCTION. DO NOT INTERRUPT POWER, LIGHTING, PLUMBING, TELEPHONE AND HVAC SERVICES TO THE ARB OR THE WSB. ANY INTERRUPTION MUST BE SCHEDULED AT LEAST THIRTY (30) DAYS IN ADVANCE, BE PRE-APPROVED BY THE CONTRACTING OFFICER, AND HAVE THE USERS OF THE AREA NOTIFIED 48 HOURS IN ADVANCE OF THE ACTUAL INTERRUPTION.
- K. THE LAND LEASE BETWEEN THE GOVERNMENT AND COLORADO STATE UNIVERSITY IS HEREBY ATTACHED FOR INFORMATIONAL PURPOSES ONLY. IT IS THE RESPONSIBILITY OF THE LESSOR TO CONFORM TO THE REQUIREMENTS CONTAINED WITHIN THE LAND LEASE. IT IS THE RESPONSIBILITY OF THE LESSOR TO OBTAIN A LAND LEASE FOR THE SPECIFIC PROPERTY COVERED BY THIS SFO, TO REPLACE THE ATTACHED LAND LEASE, WITH THE UNIVERSITY PRIOR TO AWARD OF THIS LEASE. AN ADDITIONAL PART OF THIS IS THE RETURN OF PORTIONS OF LAND CURRENTLY UNDER LEASE TO ACQUEST HOLDINGS TO RETURN TO THE LEASE COVERED BY THE USDA APHIS PER THE LOT SPLIT DESCRIPTION ATTACHED TO AND HEREBY MADE A PART OF THE LEASE.
- L. THE SITE FOR THE BUILDING HAS BEEN PREDETERMINED. THE GOVERNMENT WILL RETAIN RESPONSIBILITY TO OBTAIN COLORADO STATE UNIVERSITY APPROVAL ON THE PLANS AND SPECIFICATIONS BEING PROVIDED TO OFFEROR WITH THIS SFO. HOWEVER, ANY CHANGES OR MODIFICATIONS TO THE

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CURRENT PLANS WILL NEED TO BE COORDINATED WITH COLORADO STATE UNIVERSITY IN ACCORDANCE WITH PARAGRAPH 8 OF THE LAND LEASE.

M. THE OFFERORS CONSTRUCTION CONTRACTOR MUST BE IDENTIFIED IN THE OFFER. THE CONSTRUCTION CONTRACTOR MUST BE DETERMINED ACCEPTABLE TO THE CONTRACTING OFFICER. THE CONTRACTING OFFICER WILL EVALUATE THE CONSTRUCTION COMPANY ON ABILITY TO HAVE SUCCESSFULLY COMPLETED A MINIMUM OF 2 PROJECTS OF SIMILAR SCOPE AND SIZE IN THE LAST 6 YEARS. THE OFFEROR'S CONSTRUCTION CONTRACTOR WILL BE EVALUATED ON PAST PERFORMANCE IN CARRYING OUT THE WORK WITH REFERENCE TO SUCH CONSIDERATIONS AS TIMELINESS, CLIENT SATISFACTION AND TECHNICAL SUCCESS. THE WORK MUST HAVE BEEN SIMILAR AND THE CONTRACT MUST HAVE BEEN COMPARABLE IN SIZE AND COMPLEXITY. IT IS CONSIDERED SIMILAR IN SIZE AND COMPLEXITY IF IT IS WITHIN 25 PERCENT OF THE ESTIMATED COST OF THE CONTRACT TO BE AWARDED AS A RESULT OF THE SOLICITATION AND IF IT RESEMBLES THE TYPE OF SPACE REQUIRED BY THIS SOLICITATION. IN ORDER TO BE CONSIDERED SATISFACTORY, THE CONSTRUCTION CONTRACTOR MUST HAVE COMPLETED THE WORK ON TIME, WITHIN BUDGET, AND IN ACCORDANCE WITH ALL CONTRACT REQUIREMENTS. PROVIDE SIZE, TYPE OF PROJECTS, SCOPE OF PROJECT, AND REFERENCES (INCLUDING PHONE NUMBER) AS PART OF YOUR OFFER. THE REFERENCES SHALL BE THE INDIVIDUAL(S) RESPONSIBLE FOR AWARDING AND ADMINISTERING THE SIMILAR CONTRACTS. IT WILL BE THE DETERMINATION OF THE CONTRACTING OFFICER IF THE CONSTRUCTION CONTRACTOR IS ACCEPTABLE BASED UPON THE ABOVE STATED REQUIREMENTS. OFFERORS WILL BE NOTIFIED DURING NEGOTIATIONS IF THEIR CONSTRUCTION CONTRACTOR DOES NOT MEET THE MINIMUM REQUIREMENTS.

N. FOR INFORMATIONAL PURPOSES, THE GOVERNMENT HAS CONTACTED THE STATE OF COLORADO TO DETERMINE THE PROPERTY TAX STATUS OF THE PROPERTY. THE UNDERSTANDING IS THAT THE LAND IS TAX EXEMPT, BUT THE BUILDINGS WILL NOT BE TAX EXEMPT. THE GOVERNMENT HAS NOT EXTENSIVELY INVESTIGATED THE STATE TAX LAWS, WHICH MAY CAUSE THE ABOVE ASSUMPTION ON THE TAX EXEMPT STATUS TO BE INACCURATE. IT IS THE RESPONSIBILITY OF EACH OFFEROR TO DETERMINE THE TAX STATUS OF THE LAND AND THE IMPROVEMENTS.

O. PARAGRAPH NO. 2, ENTITLED "SUBLETTING AND ASSIGNMENT (AUG 1992) OF THE GSA FORM 3517, ENTITLED "GENERAL CLAUSES" IS HEREBY DELETED AND REPLACED AS FOLLOWS:


"2. SUBLETTING AND ASSIGNMENT - THE GOVERNMENT MAY SUBLET ANY PART OF THE PREMISES BUT SHALL NOT BE RELIEVED FROM ANY OBLIGATIONS UNDER THIS LEASE BY REASON OF ANY SUCH SUBLETTING."

P. PARAGRAPH 4, ENTITLED "SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (AUG 1992)" OF THE GSA FORM 3517, ENTITLED "GENERAL CLAUSES" IS HEREBY DELETED AND REPLACED AS FOLLOWS:

"SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (AUG 1992)

- (1) GOVERNMENT WARRANTS THAT IT HOLDS SUCH TITLE TO OR OTHER INTEREST IN THE PREMISES AND OTHER PROPERTY AS IS NECESSARY TO THE GOVERNMENT'S ACCESS TO THE PREMISES AND FULL USE AND ENJOYMENT THEREOF IN ACCORDANCE WITH THE PROVISIONS OF THIS LEASE. GOVERNMENT AGREES, IN CONSIDERATION OF THE WARRANTIES AND CONDITIONS SET FORTH IN THIS CLAUSE, THAT THIS LEASE IS SUBJECT AND SUBORDINATE TO ANY AND ALL RECORDED MORTGAGES, DEEDS OF TRUST AND OTHER LIENS NOW OR HEREAFTER EXISTING OR IMPOSED UPON THE PREMISES, AND TO ANY RENEWAL, MODIFICATION OR EXTENSION THEREOF. IT IS THE INTENTION OF THE PARTIES THAT THIS PROVISION SHALL BE SELF-OPERATIVE AND THAT NO FURTHER INSTRUMENT SHALL BE REQUIRED TO EFFECT THE PRESENT OR SUBSEQUENT SUBORDINATION OF THIS LEASE. GOVERNMENT AGREES, HOWEVER, WITHIN TWENTY (20) BUSINESS DAYS NEXT FOLLOWING THE CONTRACTING OFFICER'S RECEIPT OF A WRITTEN DEMAND, TO EXECUTE SUCH INSTRUMENTS AS LESSOR MAY REASONABLY REQUEST TO EVIDENCE FURTHER THE SUBORDINATION OF THIS LEASE TO ANY EXISTING OR FUTURE MORTGAGE, DEED OF TRUST OR OTHER SECURITY INTEREST PERTAINING TO THE PREMISES, AND TO ANY WATER, SEWER OR ACCESS EASEMENT NECESSARY OR DESIRABLE TO SERVE THE PREMISES OR ADJOINING PROPERTY OWNED IN WHOLE OR IN PART BY LESSOR IF SUCH EASEMENT DOES NOT INTERFERE WITH THE FULL ENJOYMENT OF ANY RIGHT GRANTED THE GOVERNMENT UNDER THIS LEASE.

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- (2) NO SUCH SUBORDINATION, TO EITHER EXISTING OR FUTURE MORTGAGES, DEEDS OF TRUST OR OTHER LIEN OR SECURITY INSTRUMENT SHALL OPERATE TO AFFECT ADVERSELY ANY RIGHT OF THE GOVERNMENT UNDER THIS LEASE SO LONG AS THE GOVERNMENT IS NOT IN DEFAULT UNDER THIS LEASE. LESSOR WILL INCLUDE IN ANY FUTURE MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT TO WHICH THIS LEASE BECOMES SUBORDINATE, OR IN A SEPARATE NONDISTURBANCE AGREEMENT, A PROVISION TO THE FOREGOING EFFECT. LESSOR WARRANTS THAT THE HOLDERS OF ALL NOTES OR OTHER OBLIGATIONS SECURED BY EXISTING MORTGAGES, DEEDS OF TRUST OR OTHER SECURITY INSTRUMENTS HAVE CONSENTED TO THE PROVISIONS OF THIS CLAUSE, AND AGREES TO PROVIDE TRUE COPIES OF ALL SUCH CONSENTS TO THE CONTRACTING OFFICER PROMPTLY UPON DEMAND.
- (3) IN THE EVENT OF ANY SALE OF THE PREMISES OR ANY PORTION THEREOF BY FORECLOSURE OF THE LIEN OF ANY SUCH MORTGAGE, DEED OF TRUST OR OTHER SECURITY INSTRUMENT, OR THE GIVING OF A DEED IN LIEU OF FORECLOSURE, THE GOVERNMENT WILL BE DEEMED TO HAVE ATTORNEED TO ANY PURCHASER, PURCHASERS, TRANSFEREE OR TRANSFEREES OF THE PREMISES OR ANY PORTION THEREOF AND ITS OR THEIR SUCCESSORS AND ASSIGNS, AND ANY SUCH PURCHASERS AND TRANSFEREES WILL BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS OF THE LESSOR UNDER THIS LEASE, SO AS TO ESTABLISH DIRECT PRIVITY OF ESTATE AND CONTRACT BETWEEN GOVERNMENT AND SUCH PURCHASERS OR TRANSFEREES, WITH THE SAME FORCE, EFFECT AND RELATIVE PRIORITY IN TIME AND RIGHT AS IF THE LEASE HAD INITIALLY BEEN ENTERED INTO BETWEEN SUCH PURCHASERS OR TRANSFEREES AND THE GOVERNMENT; PROVIDED, FURTHER, THAT THE CONTRACTING OFFICER AND SUCH PURCHASERS OR TRANSFEREES SHALL, WITH REASONABLE PROMPTNESS FOLLOWING ANY SUCH SALE OR DEED DELIVERY IN LIEU OF FORECLOSURE, EXECUTE ALL SUCH REVISIONS TO THIS LEASE, OR OTHER WRITINGS, AS SHALL BE NECESSARY TO DOCUMENT THE FOREGOING RELATIONSHIP.
- (4) NONE OF THE FOREGOING PROVISIONS MAY BE DEEMED OR CONSTRUED TO IMPLY A WAIVER OF THE GOVERNMENT'S RIGHTS AS A SOVEREIGN.

Q. IT IS THE SOLE RESPONSIBILITY OF THE LESSOR TO PERFORM SHOP DRAWING AND SUBMITTAL REVIEWS. HOWEVER, 3 COPIES OF ALL SHOP DRAWINGS SHALL BE PROVIDED TO THE GOVERNMENT FOR REVIEW.

R. THE GOVERNMENT WILL ASSESS A CHARGE FOR REVIEW OF REQUESTED DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS BROUGHT UP AFTER AWARD. THE CHARGE FOR THE REVIEW WILL BE A MINIMUM OF \$49 PER HOUR OR \$1,500, WHICHEVER IS LESS.

S. BEFORE THE GOVERNMENT'S FINAL INSPECTION PROCESS, THE LESSOR MUST PROVIDE EVIDENCE OF THE BUILDING PERMIT AND INSPECTION SIGN-OFF BY THE CODE AUTHORITIES, FINAL HVAC TESTING AND BALANCING REPORTS AND OCCUPANCY PERMITS, AS APPLICABLE.

T. THE LESSOR UNDERSTANDS THAT THE POWER SUPPLY FOR THE PARKING LOT LIGHTS ON THE NORTH SIDE OF THE WILDLIFE SCIENCE BUILDING (WSB) IS HOOKED TO THE WSB UTILITIES. SHOULD AT ANYTIME DURING THE TERM OF THE LEASE THE TWO PROPERTIES BE OWNED BY TWO SEPARATE ENTITIES, IT IS THE RESPONSIBILITY OF THE LESSOR TO PROVIDE A SEPARATE POWER SUPPLY FOR THE PARKING LOT LIGHTS HOOKED TO THE UTILITIES FOR THE OUTDOOR PENS AT NO CHARGE TO THE GOVERNMENT.

U. THIS LEASE IS BEING NEGOTIATED ON A SOLE-SOURCE BASIS. THE OFFEROR HAS A UNIQUE OPPORTUNITY TO DISCUSS THE INTENT OF THE DOCUMENTS, OBTAIN CLARIFICATIONS AND TO INVESTIGATE JOB-SITE CONDITIONS AND BRING ANY SITUATIONS WHICH WOULD AFFECT PRICING OF THE CONSTRUCTION (E.G. VARIANCES FROM AND/OR OMISSIONS IN THE DESIGN DOCUMENTS) TO THE GOVERNMENT'S ATTENTION DURING NEGOTIATIONS AND PRIOR TO LEASE AWARD. THE OFFEROR ACKNOWLEDGES THEIR UNIQUE OPPORTUNITY AND ATTENDANT OBLIGATION IN THIS REGARD. IT IS UNDERSTOOD AND AGREED THAT AFTER AWARD, NO CHANGE ORDERS WILL BE CONSIDERED AS A CONSEQUENCE OF CLAIMED INSUFFICIENT INFORMATION IN THE DOCUMENTS OR "DIFFERING SITE CONDITIONS," WHICH CONDITIONS COULD REASONABLY HAVE BEEN DETECTED BY THE LESSOR IN ADVANCE OF LEASE AWARD.

V. LESSOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, INSPECTIONS, APPROVALS AND CERTIFICATES REQUIRED BY LAW. THIS INCLUDES, BUT IS NOT NECESSARILY LIMITED TO: STATE INSPECTIONS, Poudre Valley Fire Authority, Colorado State University, ETC. LARIMER COUNTY BUILDING INSPECTIONS WILL REQUIRE A FULL PLAN CHECK REVIEW PLUS FEE. THEY WILL REDUCE THE BUILDING INSPECTION FEE IN HALF WITH THE USE OF APPROVED SPECIAL INSPECTORS INSPECTING ALL STRUCTURAL REQUIREMENTS. PAYMENT FOR ALL PLAN REVIEWS AND INSPECTIONS WILL BE THE RESPONSIBILITY OF THE LESSOR. PLEASE

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NOTE: THE STRUCTURES WERE DESIGNED TO CONFORM TO THE 1991 UBC AND MAY NOT CONFORM TO THE CURRENT CODE USED BY THE COUNTY. CONFORMANCE TO ALL LAWS, ORDINANCES, RULES AND REGULATIONS APPLICABLE TO THE LOCATION OF THE PROJECT IS REQUIRED. FOR THE GOVERNMENT'S RECORDS, RETAIN COPIES OF PERMITS, LICENSES, CERTIFICATIONS, INSPECTION AND TEST REPORTS, RELEASES, JURISDICTIONAL SETTLEMENTS, NOTICES, RECEIPTS FOR FEE PAYMENTS, JUDGEMENTS, CORRESPONDENCE, RECORDS AND SIMILAR DOCUMENTS ESTABLISHED FOR COMPLIANCE WITH STANDARDS AND REGULATIONS BEARING ON PERFORMANCE OF THE WORK. THESE DOCUMENTS SHALL BE AVAILABLE FOR A GOVERNMENT REVIEW ON SITE.

W. THE LESSOR SHALL PROVIDE TO THE GOVERNMENT THE AMOUNT OF LOAN OBTAINED FOR THE BUILDING, TERM IN YEARS, AND LESSOR'S COST OF CAPITAL (ANNUAL PERCENTAGE RATE). THE GOVERNMENT HAS THE OPTION TO REDUCE THE RENT BY PAYING LUMP-SUM AN AMOUNT OF THE CONSTRUCTION COSTS.

X. THE GOVERNMENT MAY ELECT TO INCLUDE ANY COMBINATION, ALL OR NONE OF THE ADD ALTERNATES LISTED IN THE CONSTRUCTION DOCUMENTS. ALL COSTS ASSOCIATED WITH EACH ADD ALTERNATE SHALL BE CLEARLY SPECIFIED TO ALLOW THE GOVERNMENT TO DETERMINE THE AMENDED RENTAL RATE WHEN EVALUATING THE INCLUSION OF ANY OF THE ADD ALTERNATES.

#### 1.4 LEASE TERM

THE LEASE TERM IS FOR TWENTY YEARS (20) YEARS FIRM, WITH THE GOVERNMENT HAVING TWO (2) TEN (10) YEAR RENEWAL OPTIONS AFTER THE FIRM TERM. THE GOVERNMENT RETAINS FULL AND PARTIAL TERMINATION RIGHTS AFTER THE FIRM TERM. SHOULD THE GOVERNMENT CHOOSE TO TERMINATE PART OR ALL OF THE SPACE, WRITTEN NOTICE OF INTENT WILL BE FURNISHED TO THE LESSOR 180 DAYS IN ADVANCE OF THE ANTICIPATED TERMINATION DATE. THE GOVERNMENT SHALL PROVIDE AT LEAST 180 DAYS NOTICE PRIOR TO THE END OF THE LEASE TERM OR RENEWAL TERM; ALL OTHER TERMS AND CONDITIONS OF THIS LEASE SHALL REMAIN THE SAME DURING ANY RENEWAL TERM. SAID NOTICE SHALL BE COMPUTED COMMENCING WITH THE DAY AFTER THE DATE OF THE MAILING.

#### 1.5 OCCUPANCY DATE

OCCUPANCY IS REQUIRED BY NOVEMBER 1, 2000 OR WITHIN 365 CALENDAR DAYS FROM AWARD, WHICHEVER IS LATER.

#### 1.6 OCCUPATIONAL PROTECTION, HEALTH, & ENVIRONMENTAL SAFETY

IT IS THE GOVERNMENT'S POLICY TO LEASE SPACE WHICH DOES NOT EXPOSE THE OCCUPANT TO UNDUE SAFETY AND ENVIRONMENTAL RISKS.

#### 1.7 HANDICAP ACCESS FOR NEW CONSTRUCTION

TO BE CONSIDERED FOR AWARD, BUILDINGS TO BE CONSTRUCTED MUST FULLY MEET THE NEW CONSTRUCTION REQUIREMENTS OF THE UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) (FEDERAL REGISTER VOL. 49, NO. 153, AUGUST 7, 1984), OR AMERICAN DISABILITIES ACT (ADA), WHICHEVER IS MORE STRINGENT IN PARTICULAR ISSUES. COPIES OF UFAS ARE AVAILABLE FROM THE CONTRACTING OFFICER UPON REQUEST.


#### 1.8 OCCUPIABLE SPACE

OCCUPIABLE SPACE IS THAT PORTION OF RENTABLE SPACE THAT IS AVAILABLE FOR A TENANT'S PERSONNEL, EQUIPMENT, AND FURNISHINGS AND IS THE METHOD OF MEASUREMENT FOR THE AREA FOR WHICH GSA WILL EVALUATE OFFERS. OCCUPIABLE SPACE IS DETERMINED AS FOLLOWS:

IF THE SPACE IS ON A SINGLE TENANCY FLOOR, COMPUTE THE INSIDE GROSS AREA BY MEASURING BETWEEN THE INSIDE FINISH OF THE PERMANENT EXTERIOR BUILDING WALLS OR FROM THE FACE OF CONVECTORS (PIPES OR OTHER WALL-HUNG FIXTURES) IF THE CONVECTOR OCCUPIES AT LEAST 50 PERCENT OF THE LENGTH OF EXTERIOR WALLS.

IF THE SPACE IS ON A MULTIPLE TENANCY FLOOR, MEASURE FROM THE EXTERIOR BUILDING WALLS AS ABOVE AND TO THE ROOM SIDE FINISH OF THE FIXED CORRIDOR AND SHAFT WALLS AND/OR THE CENTER OF TENANT-SEPARATING PARTITIONS.

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IN ALL MEASUREMENTS, MAKE NO DEDUCTIONS FOR COLUMNS AND PROJECTIONS ENCLOSING THE STRUCTURAL ELEMENTS OF THE BUILDING AND DEDUCT THE FOLLOWING FROM THE GROSS AREA INCLUDING THEIR ENCLOSING WALLS:

- 1) TOILETS AND LOUNGES,
- 2) STAIRWELLS,
- 3) ELEVATORS AND ESCALATOR SHAFTS,
- 4) BUILDING EQUIPMENT AND SERVICE AREAS,
- 5) ENTRANCE AND ELEVATOR LOBBIES,
- 6) STACKS AND SHAFTS, AND
- 7) CORRIDORS IN PLACE OR REQUIRED BY LOCAL CODES AND ORDINANCES AND REQUIRED BY GSA TO PROVIDE AN ACCEPTABLE LEVEL OF SAFETY AND/OR TO PROVIDE ACCESS TO ALL ESSENTIAL BUILDING ELEMENTS. (CORRIDORS DEDUCTED TO DETERMINE OCCUPIABLE SPACE MAY OR MAY NOT BE SEPARATED BY CEILING HIGH PARTITIONS).

#### 1.9 RENTABLE SPACE

RENTABLE SPACE IS THE AREA FOR WHICH A TENANT IS CHARGED RENT. IT IS DETERMINED BY THE BUILDING OWNER AND MAY VARY BY CITY OR BY BUILDING WITHIN THE SAME CITY. THE RENTABLE SPACE MAY INCLUDE A SHARE OF BUILDING SUPPORT/COMMON AREAS SUCH AS ELEVATOR LOBBIES, BUILDING CORRIDORS, AND FLOOR SERVICE AREAS. FLOOR SERVICE AREAS TYPICALLY INCLUDE RESTROOMS, JANITOR ROOMS, TELEPHONE CLOSETS, AND MECHANICAL ROOMS. THE RENTABLE SPACE DOES NOT INCLUDE VERTICAL BUILDING PENETRATIONS AND THEIR ENCLOSING WALLS, SUCH AS STAIRS, ELEVATOR SHAFTS AND VERTICAL DUCTS.

#### 1.10 COMMON AREA FACTOR

THE COMMON AREA FACTOR IS A CONVERSION FACTOR(S) DETERMINED BY THE BUILDING OWNER AND OFTEN APPLIED BY THE OWNER TO THE USABLE AREA TO DETERMINE THE RENTABLE SQUARE FEET FOR THE BUILDING.

#### 1.11 APPURTENANT AREAS

THE RIGHT TO USE APPURTENANT AREAS AND FACILITIES IS INCLUDED. THE GOVERNMENT RESERVES THE RIGHT TO POST GOVERNMENT RULES AND REGULATIONS WHERE THE GOVERNMENT LEASES SPACE.

#### 1.12 EVIDENCE OF CAPABILITY TO PERFORM

##### A. AT THE TIME OF SUBMISSION OF OFFERS, OFFERORS SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. SATISFACTORY EVIDENCE OF AT LEAST A CONDITIONAL COMMITMENT OF FUNDS IN AN AMOUNT NECESSARY TO PREPARE THE SPACE. SUCH COMMITMENTS MUST BE SIGNED BY AN AUTHORIZED BANK OFFICER AND AT A MINIMUM MUST STATE: AMOUNT OF LOAN; TERM IN YEARS; ANNUAL PERCENTAGE RATE; LENGTH OF LOAN COMMITMENT. BOTH CONSTRUCTION AND PERMANENT FINANCING DOCUMENTATION MUST BE PROVIDED. THE CONTRACTING OFFICER MAY ASK FOR A FIRMER COMMITMENT OF FUNDS FROM INDIVIDUAL OFFERORS.
2. THE NAME OF THE PROPOSED CONSTRUCTION CONTRACTORS, AS WELL AS EVIDENCE OF HIS/HER EXPERIENCE, COMPETENCY, AND PERFORMANCE CAPABILITIES WITH CONSTRUCTION SIMILAR IN SCOPE TO THAT WHICH IS REQUIRED HEREIN.
3. THE LICENSE OR CERTIFICATION OF THE INDIVIDUAL(S) AND/OR FIRM(S), PROVIDING ARCHITECTURAL AND ENGINEERING DESIGN SERVICES, TO PRACTICE IN THE STATE WHERE THE FACILITY IS LOCATED.
4. AT LEAST THREE REFERENCES TO SUPPORT THE CONSTRUCTION CONTRACTORS AND ARCHITECT(S) MUST BE PROVIDED.

##### B. AFTER AWARD:

WITHIN 60 DAYS AFTER AWARD, THE SUCCESSFUL OFFEROR/LESSOR SHALL PROVIDE TO THE CONTRACTING OFFICER EVIDENCE OF:

1. A FIRM COMMITMENT OF FUNDS IN AN AMOUNT SUFFICIENT TO PERFORM THE WORK.

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2. AWARD OF A CONSTRUCTION CONTRACT WITH A FIRM COMPLETION DATE.
3. ISSUANCE OF A BUILDING PERMIT COVERING CONSTRUCTION IMPROVEMENTS.

THIS TIME PERIOD WILL NOT BE WAIVED UNLESS A PROBLEM IS IDENTIFIED DURING NEGOTIATIONS.  
FAILURE TO PROVIDE THESE ITEMS MAY CAUSE THE CONTRACT TO BE DEFAULTED.

#### 1.14 ARCHEOLOGICAL SIGNIFICANCE

THERE IS A POSSIBILITY THAT ITEMS OF ARCHEOLOGICAL SIGNIFICANCE MAY BE FOUND DURING THE EXCAVATION OF THE SITE. ITEMS OF ARCHEOLOGICAL SIGNIFICANCE MAY INCLUDE ITEMS WHICH HAVE SIGNIFICANCE TO NATIVE AMERICANS.

IN THE EVENT THAT ITEMS OF POTENTIAL SIGNIFICANCE ARE FOUND, THE LESSOR SHALL STOP EXCAVATION IN THE VICINITY OF THE FIND AND NOTIFY THE CONTRACTING OFFICER IMMEDIATELY; SUBSEQUENT EXCAVATION WORK SHALL PROCEED AS DIRECTED BY THE CONTRACTING OFFICER. ALL ITEMS FOUND WHICH ARE CONSIDERED TO HAVE ARCHEOLOGICAL SIGNIFICANCE ARE THE PROPERTY OF THE U.S. GOVERNMENT OR OTHER APPROPRIATE PARTY AS DETERMINED BY THE CONTRACTING OFFICER

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SECTION 2- HOW TO OFFER:

2.1 OFFER ACCEPTANCE PERIOD

INITIAL OFFERS ARE DUE BY 45 DAYS FROM THE DATE OF ISSUANCE OF THE SFO, AND OFFERS MUST REMAIN OPEN UNTIL AWARD. SEE GSA FORM 3516 "SOLICITATION PROVISIONS" FOR ADDITIONAL INFORMATION.

2.2 HOW TO OFFER

OFFERS ARE TO BE SUBMITTED TO THE CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE AT:

GENERAL SERVICES ADMINISTRATION  
COLORADO SERVICE CENTER (8PC)  
P.O. BOX 25546  
DENVER FEDERAL CENTER, BUILDING 41  
DENVER, COLORADO 80225-0546  
ATTN: SHARON CONGER  
PHONE: (303) 236-7250, EXT. 355.



NO LATER THAN THE CLOSE OF BUSINESS ON THE OFFER DUE DATE THE FOLLOWING DOCUMENTS, PROPERLY EXECUTED, MUST BE SUBMITTED:

- (A) GSA FORM 1364, PROPOSAL TO LEASE SPACE (ENCLOSED)
- (B) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT (ENCLOSED)
- (C) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS (ENCLOSED)
- (D) CONSTRUCTION COST DETAIL SHEETS 1 - 4 INCLUDING, BASE COST OF SERVICES, AND A RATE FOR THE ADJUSTMENT FOR VACANT PREMISES (SEE PARAGRAPH ENTITLED "ADJUSTMENT FOR VACANT PREMISES). ADDITIONALLY, THE COST OF ALL ADD ALTERNATE ITEMS MUST BE CLEARLY INDICATED.
- (E) SMALL BUSINESS AND DISADVANTAGED SMALL BUSINESS SUBCONTRACTING PLAN, IF REQUIRED.
- (F) AUTHORIZATION TO NEGOTIATE FROM BUILDING OWNER IF OFFEROR IS A DIFFERENT PARTY
- (G) ITEMS SPECIFIED UNDER SFO PARAGRAPH ENTITLED "EVIDENCE OF CAPABILITY TO PERFORM"
- (H) ANY AREAS WHERE THE OFFEROR IS BIDDING WITH "OR EQUAL" EQUIPMENT OR SYSTEMS, MUST BE SPECIFICALLY IDENTIFIED FOR GOVERNMENT EVALUATION AND APPROVAL.
- (I) QUALIFICATIONS OF PROPOSED ARCHITECT-ENGINEER AND CONTRACTOR WITH DEMONSTRATED EXPERIENCE ON PROJECTS OF SIMILAR SIZE AND SCOPE. PROVIDE REFERENCES FOR THE OFFEROR, CONTRACTOR, AND ARCHITECT.

THE OFFEROR SHOULD ALSO INCLUDE AS PART OF THE OFFER, INFORMATION WHICH ADDRESSES ANY AWARD FACTORS WHICH ARE LISTED IN THE SOLICITATION PARAGRAPH ENTITLED "OTHER FACTORS." SEE GSA FORM 3516, SOLICITATION PROVISIONS, FOR ADDITIONAL INSTRUCTIONS. IF ADDITIONAL INFORMATION IS NEEDED, THE CONTRACTING OFFICER SHOULD BE CONTACTED.

THERE WILL BE NO PUBLIC OPENING OF OFFERS, AND ALL OFFERS WILL BE CONFIDENTIAL UNTIL THE LEASE HAS BEEN AWARDED; HOWEVER, THE GOVERNMENT MAY RELEASE PROPOSALS OUTSIDE THE GOVERNMENT TO A GOVERNMENT SUPPORT CONTRACTOR OR TO OTHER GOVERNMENT EMPLOYEES TO ASSIST IN THE EVALUATION OF OFFERS. SUCH GOVERNMENT CONTRACTORS/EMPLOYEES SHALL BE REQUIRED TO PROTECT THE DATA FROM UNAUTHORIZED DISCLOSURE. OFFERORS WHO DESIRE TO MAXIMIZE PROTECTION OF INFORMATION IN THEIR OFFERS MAY APPLY THE RESTRICTION NOTICE TO THEIR OFFERS AS PRESCRIBED IN THE PROVISION ENTITLED "52.215-12, RESTRICTION ON DISCLOSURE AND USE OF DATA"

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(SEE GSA FORM 3516, SOLICITATION PROVISIONS). ACCORDING TO THE ROCKY MOUNTAIN LEGAL COUNSEL, THIS PROTECTION DOES NOT CONTINUE AFTER LEASE AWARD.

### 2.3 NEGOTIATIONS

(A) NEGOTIATIONS WILL BE CONDUCTED ON BEHALF OF THE GOVERNMENT BY THE GSA CONTRACTING OFFICER OR OTHER AUTHORIZED REPRESENTATIVE. THE GSA CONTRACTING OFFICER AS NAMED ON THE COVER OF THIS SOLICITATION MAY BE CHANGED WITHOUT NOTIFICATION DURING THE COURSE OF THE PROJECT. THE GOVERNMENT WILL NEGOTIATE RENTAL PRICE FOR THE LEASE TERM AND ANY OTHER ASPECT OF THE OFFER AS DEEMED NECESSARY.

(B) DURING THE COURSE OF THE PROJECT AND AFTER LEASE AWARD, CONTACT OR DISCUSSION WITH REPRESENTATIVES OF FEDERAL AGENCIES REGARDING ANY ASPECT OF THE REQUIREMENTS IS PROHIBITED UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE CONTRACTING OFFICER. AGENCY PERSONNEL ARE ALSO PROHIBITED FROM CONTACTING THE OFFEROR. ALL DISCUSSIONS OR NEGOTIATIONS MUST BE CONDUCTED THROUGH THE CONTRACTING OFFICER OR HIS/HER DESIGNATED REPRESENTATIVE. ONLY ADDITIONS, DELETIONS, OR ALTERATIONS AUTHORIZED BY THE CONTRACTING OFFICER WILL BE RECOGNIZED. ANY ADDITIONS, DELETIONS, OR ALTERATIONS WHICH RESULT FROM PROHIBITED DISCUSSION/CONTACT AND WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER WILL BECOME THE SOLE FINANCIAL RESPONSIBILITY OF THE OFFEROR.

### 2.4 AWARD

AFTER CONCLUSION OF NEGOTIATIONS, THE CONTRACTING OFFICER WILL REQUIRE THE OFFEROR SELECTED FOR AWARD TO EXECUTE THE PROPOSED LEASE PREPARED BY THE GOVERNMENT WHICH REFLECTS THE PROPOSED AGREEMENT OF THE PARTIES.

THE PROPOSED LEASE SHALL CONSIST OF:

- (A) STANDARD FORM 2, U.S. GOVERNMENT LEASE FOR REAL PROPERTY,
- (B) GSA FORM 3517, GENERAL CLAUSES,
- (C) GSA FORM 3518, CERTIFICATIONS AND REPRESENTATIONS,
- (D) THE PERTINENT PROVISIONS OF THE OFFER, AND
- (E) THE PERTINENT PROVISIONS OF THE SFO.
- (F) PERTINENT FLOOR PLANS OR OTHER DESIGN PLANS.

THE ACCEPTANCE OF THE OFFER AND AWARD OF THE LEASE BY THE GOVERNMENT OCCURS UPON NOTIFICATION OF UNCONDITIONAL ACCEPTANCE OF THE OFFER OR EXECUTION OF THE LEASE BY THE GSA CONTRACTING OFFICER AND MAILING OR OTHERWISE FURNISHING WRITTEN NOTIFICATION OF THE EXECUTED LEASE TO THE SUCCESSFUL OFFEROR.

### 2.5 AWARD FACTORS: GENERAL

THE CONTRACTING OFFICER OR HIS/HER REPRESENTATIVE WILL CONDUCT ORAL OR WRITTEN NEGOTIATIONS WITH ALL OFFERORS THAT ARE WITHIN THE COMPETITIVE RANGE. THE COMPETITIVE RANGE WILL BE ESTABLISHED BY THE CONTRACTING OFFICER ON THE BASIS OF COST OR PRICE AND OTHER FACTORS (IF ANY) THAT ARE STATED IN THIS SOLICITATION AND WILL INCLUDE ALL OFFERS THAT HAVE A REASONABLE CHANCE OF BEING SELECTED FOR AWARD. OFFERORS WILL BE NOTIFIED IF THEY ARE OUTSIDE THE COMPETITIVE RANGE. OFFERORS WITHIN THE COMPETITIVE RANGE WILL BE PROVIDED A REASONABLE OPPORTUNITY TO SUBMIT ANY COST OR PRICE, TECHNICAL, OR OTHER REVISIONS TO THEIR OFFERS THAT MAY RESULT FROM THE NEGOTIATIONS. NEGOTIATIONS WILL BE CLOSED WITH SUBMISSION OF A "BEST AND FINAL" OFFER IN RESPONSE TO A REQUEST FOR THAT OFFER. IF A BEST AND FINAL OFFER IS NOT SUBMITTED, THE LAST OFFER WILL BE USED FOR THE FINAL EVALUATION.

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## 2.6 AWARD BASED ON PRICE

AFTER REVIEW OF "BEST AND FINAL" OFFERS IS COMPLETE, THE LEASE WILL BE AWARDED TO THE RESPONSIVE OFFEROR WHOSE OFFER CONFORMS TO THE REQUIREMENTS OF THIS SOLICITATION, MEETS THE PARAGRAPH ENTITLED "HANDICAPPED", AND IS THE LOWEST PRICED OFFER SUBMITTED, INCLUDING ANY ADD ALTERNATES WHICH THE GOVERNMENT CHOOSES TO SELECT AT TIME OF AWARD. [SEE SFO PARAGRAPH ENTITLED "PRICE EVALUATION (PRESENT VALUE)"].

## 2.7 LEASE RECORDING

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL OFFEROR (LESSOR) TO RECORD ON THE PUBLIC RECORD IN THE COURTHOUSE OF THE COUNTY IN WHICH THE LEASED PREMISES ARE LOCATED, THE STANDARD FORM 2 (SF-2) PORTION OF THE LEASE. TO ASSIST IN THIS REQUIREMENT, A THIRD COPY OF THE SF-2, WHICH HAS BEEN EXECUTED BY BOTH PARTIES, WILL BE RETURNED TO THE LESSOR FOR SUCH PURPOSES. PROOF OF SUCH RECORDING MUST BE FURNISHED TO THE CONTRACTING OFFICER WITHIN THIRTY DAYS AFTER AWARD. ANY EXPENSE ASSOCIATED WITH THE LEASE RECORDING WILL BE ASSUMED BY THE LESSOR.

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## SECTION 3 -BUILDOUT AND CONSTRUCTION

### 3.1 CONSTRUCTION SCHEDULE

WITHIN 30 DAYS AFTER AWARD OF THE LEASE CONTRACT, THE SUCCESSFUL OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER A TENTATIVE CONSTRUCTION SCHEDULE GIVING THE DATES ON WHICH THE VARIOUS PHASES OF CONSTRUCTION WILL BE COMPLETED TO COINCIDE WITH THE GOVERNMENT'S REQUIRED OCCUPANCY DATE (SEE PARAGRAPH ENTITLED "OCCUPANCY DATE"). THE FINALIZED SCHEDULE IS TO BE SUBMITTED NO LATER THAN 60 DAYS AFTER AWARD.

THE SCHEDULE IS TO INCLUDE TIMING FOR COMPLETION OF DESIGN AND CONSTRUCTION MILESTONES, INCLUDING BUT NOT LIMITED TO, (1) SUBMITTAL OF OTHER WORKING DRAWINGS, (2) ISSUANCE OF BUILDING PERMIT (IF REQUIRED), (3) COMPLETED CONSTRUCTION DOCUMENTS, (4) START OF CONSTRUCTION, (5) COMPLETION OF PRINCIPAL CATEGORIES OF WORK, (6) PHASED COMPLETION, AND AVAILABILITY FOR OCCUPANCY OF EACH PORTION OF THE GOVERNMENT SPACE (BY FLOOR, BLOCK, OR OTHER APPROPRIATE CATEGORY), AND (7) FINAL CONSTRUCTION COMPLETION.

### 3.2 PROGRESS REPORTS

AFTER START OF CONSTRUCTION, THE SUCCESSFUL OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER, WRITTEN PROGRESS REPORTS AT INTERVALS OF FOURTEEN CALENDAR DAYS. THE REPORT SHALL INCLUDE INFORMATION AS TO PERCENTAGE OF WORK COMPLETED BY PHASE AND TRADE, A STATEMENT AS TO EXPECTED COMPLETION AND OCCUPANCY DATE, CHANGES INTRODUCED INTO THE WORK, AND GENERAL REMARKS ON SUCH ITEMS AS MATERIAL SHORTAGES, STRIKES, WEATHER, ETC., AND SUBMIT A REVISED PROGRESS SCHEDULE, IF NECESSARY.

### 3.3 CONSTRUCTION INSPECTIONS

(A) CONSTRUCTION INSPECTIONS WILL BE MADE PERIODICALLY BY THE CONTRACTING OFFICER AND/OR DESIGNATED TECHNICAL REPRESENTATIVES TO REVIEW COMPLIANCE WITH THE SOLICITATION REQUIREMENTS AND THE FINAL WORKING DRAWINGS.

(B) PERIODIC REVIEWS, TESTS, AND INSPECTIONS BY THE GOVERNMENT ARE NOT TO BE INTERPRETED AS RESULTING IN ANY APPROVAL OF THE LESSOR'S APPARENT PROGRESS TOWARD MEETING THE GOVERNMENT'S OBJECTIVES, BUT ARE INTENDED TO DISCOVER ANY INFORMATION WHICH THE CONTRACTING OFFICER MAY BE ABLE TO CALL TO THE LESSOR'S ATTENTION TO PREVENT COSTLY MISDIRECTION OF EFFORT. THE LESSOR WILL REMAIN COMPLETELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE BUILDING IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THIS SOLICITATION.

### 3.4 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION 52.222-15

#### A. DEFINITIONS.

"COVERED AREA," AS USED IN THIS CLAUSE, MEANS THE GEOGRAPHICAL AREA DESCRIBED IN THE SOLICITATION FOR THIS CONTRACT.

"DIRECTOR," AS USED IN THIS CLAUSE, MEANS DIRECTOR, OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP), UNITED STATES DEPARTMENT OF LABOR, OR ANY PERSON TO WHOM THE DIRECTOR DELEGATES AUTHORITY.

"EMPLOYER IDENTIFICATION NUMBER," AS USED IN THIS CLAUSE, MEANS THE FEDERAL SOCIAL SECURITY NUMBER USED ON THE EMPLOYER'S QUARTERLY FEDERAL TAX RETURN, U.S. TREASURY DEPARTMENT FORM 941.

"MINORITY," AS USED IN THIS CLAUSE, MEANS

1. AMERICAN INDIAN OR ALASKAN NATIVE (ALL PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF NORTH AMERICA AND MAINTAINING IDENTIFIABLE TRIBAL AFFILIATIONS THROUGH MEMBERSHIP AND PARTICIPATION OR COMMUNITY IDENTIFICATION.)

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2. ASIAN OR PACIFIC ISLANDER (ALL PERSONS HAVING ORIGINS IN ANY OF THE ORIGINAL PEOPLES OF THE FAR EAST, SOUTHEAST ASIA, THE INDIAN SUBCONTINENT, OR THE PACIFIC ISLANDS.)

3. BLACK (ALL PERSONS HAVING ORIGINS IN ANY OF THE BLACK AFRICAN RACIAL GROUPS NOT OF HISPANIC ORIGIN.)

4. HISPANIC (ALL PERSONS OF MEXICAN, PUERTO RICAN, CUBAN, CENTRAL OR SOUTH AMERICAN, OR OTHER SPANISH CULTURE OR ORIGIN.)

B. IF THE CONTRACTOR OR A SUBCONTRACTOR AT ANY TIME SUBCONTRACTS A PORTION OF THE WORK INVOLVING ANY CONSTRUCTION TRADE, EACH SUCH SUBCONTRACT IN EXCESS OF \$10,000 SHALL INCLUDE THIS CLAUSE AND THE NOTICE CONTAINING THE GOALS FOR MINORITY AND FEMALE PARTICIPATION STATED IN THE SOLICITATION FOR THIS CONTRACT.

C. IF THE CONTRACTOR IS PARTICIPATING IN A HOMETOWN PLAN (41 CFR 60-4) APPROVED BY THE U.S. DEPARTMENT OF LABOR IN A COVERED AREA, EITHER INDIVIDUALLY OR THROUGH AN ASSOCIATION, ITS AFFIRMATIVE ACTION OBLIGATIONS ON ALL WORK IN THE PLAN AREA (INCLUDING GOALS) SHALL COMPLY WITH THE PLAN FOR THOSE TRADES THAT HAVE UNIONS PARTICIPATING IN THE PLAN. CONTRACTORS MUST BE ABLE TO DEMONSTRATE PARTICIPATION IN, AND COMPLIANCE WITH, THE PROVISIONS OF THE PLAN. EACH CONTRACTOR OR SUBCONTRACTOR PARTICIPATING IN AN APPROVED PLAN IS ALSO REQUIRED TO COMPLY WITH ITS OBLIGATION UNDER THE EQUAL OPPORTUNITY CLAUSE, AND TO MAKE A GOOD-FAITH EFFORT TO ACHIEVE EACH GOAL UNDER THE PLAN IN EACH TRADE IN WHICH IT HAS EMPLOYEES. THE OVERALL GOOD-FAITH PERFORMANCE BY OTHER CONTRACTORS OR SUBCONTRACTORS TOWARD A GOAL IN AN APPROVED PLAN DOES NOT EXCUSE ANY CONTRACTOR'S OR SUBCONTRACTOR'S FAILURE TO MAKE GOOD-FAITH EFFORTS TO ACHIEVE THE PLAN'S GOALS.

D. THE CONTRACTOR SHALL IMPLEMENT THE AFFIRMATIVE ACTION PROCEDURES IN SUBPARAGRAPHS (G) (1) THROUGH (16) OF THIS CLAUSE. THE GOALS STATED IN THE SOLICITATION FOR THIS CONTRACT ARE EXPRESSED AS PERCENTAGES OF THE TOTAL HOURS OF EMPLOYMENT AND TRAINING OF MINORITY AND FEMALE UTILIZATION THAT THE CONTRACTOR SHOULD REASONABLY BE ABLE TO ACHIEVE IN EACH CONSTRUCTION TRADE IN WHICH IT HAS EMPLOYEES IN THE COVERED AREA. IF THE CONTRACTOR PERFORMS CONSTRUCTION WORK IN A GEOGRAPHICAL AREA LOCATED OUTSIDE OF THE COVERED AREA, IT SHALL APPLY THE GOALS ESTABLISHED FOR THE GEOGRAPHICAL AREA WHERE WORK IS ACTUALLY PERFORMED. THE CONTRACTOR IS EXPECTED TO MAKE SUBSTANTIALLY UNIFORM PROGRESS TOWARD ITS GOALS IN EACH CRAFT.

E. NEITHER THE TERMS AND CONDITIONS OF ANY COLLECTIVE BARGAINING AGREEMENT, NOR THE FAILURE BY A UNION WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT, TO REFER MINORITIES OR WOMEN SHALL EXCUSE THE CONTRACTOR'S OBLIGATIONS UNDER THIS CLAUSE, EXECUTIVE ORDER 11246, AS AMENDED, OR THE REGULATIONS THEREUNDER.

F. IN ORDER FOR THE NON-WORKING TRAINING HOURS OF APPRENTICES AND TRAINEES TO BE COUNTED IN MEETING THE GOALS, APPRENTICES AND TRAINEES MUST BE EMPLOYED BY THE CONTRACTOR DURING THE TRAINING PERIOD, AND CONTRACTOR MUST HAVE MADE A COMMITMENT TO EMPLOY THE APPRENTICES AND TRAINEES AT THE COMPLETION OF THEIR TRAINING, SUBJECT TO THE AVAILABILITY OF EMPLOYMENT OPPORTUNITIES. TRAINEES MUST BE TRAINED PURSUANT TO TRAINING APPROVED BY THE U.S. DEPARTMENT OF LABOR.

G. THE CONTRACTOR SHALL TAKE AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. THE EVALUATION OF THE CONTRACTOR'S COMPLIANCE WITH THIS CLAUSE SHALL BE BASED UPON ITS EFFORT TO ACHIEVE MAXIMUM RESULTS FROM ITS ACTIONS. THE CONTRACTOR SHALL DOCUMENT THESE EFFORTS FULLY AND IMPLEMENT AFFIRMATIVE ACTION STEPS AT LEAST AS EXTENSIVE AS THE FOLLOWING:

1. ENSURE A WORKING ENVIRONMENT FREE OF HARASSMENT, INTIMIDATION, AND COERCION AT ALL SITES AND IN ALL FACILITIES WHERE THE CONTRACTOR'S EMPLOYEES ARE ASSIGNED TO WORK. THE CONTRACTOR, IF POSSIBLE, WILL ASSIGN TWO OR MORE WOMEN TO EACH CONSTRUCTION PROJECT. THE CONTRACTOR SHALL ENSURE THAT FOREMEN, SUPERINTENDENTS,

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AND OTHER ON-SITE SUPERVISORY PERSONNEL ARE AWARE OF AND CARRY OUT THE CONTRACTOR'S OBLIGATION TO MAINTAIN SUCH A WORKING ENVIRONMENT, WITH SPECIFIC ATTENTION TO MINORITY OR FEMALE INDIVIDUALS WORKING AT THESE SITES OR FACILITIES.

2. ESTABLISH AND MAINTAIN A CURRENT LIST OF SOURCES FOR MINORITY AND FEMALE RECRUITMENT. PROVIDE WRITTEN NOTIFICATION TO MINORITY AND FEMALE RECRUITMENT SOURCES AND COMMUNITY ORGANIZATIONS WHEN THE CONTRACTOR OR ITS UNIONS HAVE EMPLOYMENT OPPORTUNITIES AVAILABLE, AND MAINTAIN A RECORD OF THE ORGANIZATIONS' RESPONSES.

3. ESTABLISH AND MAINTAIN A CURRENT FILE OF THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF EACH MINORITY AND FEMALE OFF-THE-STREET APPLICANT, REFERRALS OF MINORITIES OR FEMALES FROM UNIONS, RECRUITMENT SOURCES, OR COMMUNITY ORGANIZATIONS, AND THE ACTION TAKEN WITH RESPECT TO EACH INDIVIDUAL. IF AN INDIVIDUAL WAS SENT TO THE UNION HIRING HALL FOR REFERRAL AND NOT REFERRED BACK TO THE CONTRACTOR BY THE UNION OR, IF REFERRED BACK, NOT EMPLOYED BY THE CONTRACTOR, THIS SHALL BE DOCUMENTED IN THE FILE, ALONG WITH WHATEVER ADDITIONAL ACTIONS THE CONTRACTOR MAY HAVE TAKEN.

4. IMMEDIATELY NOTIFY THE DIRECTOR WHEN THE UNION OR UNIONS WITH WHICH THE CONTRACTOR HAS A COLLECTIVE BARGAINING AGREEMENT HAS NOT REFERRED BACK TO THE CONTRACTOR A MINORITY OR WOMAN SENT BY THE CONTRACTOR, OR WHEN THE CONTRACTOR HAS OTHER INFORMATION THAT THE UNION REFERRAL PROCESS HAS IMPEDED THE CONTRACTOR'S EFFORTS TO MEET ITS OBLIGATIONS.

5. DEVELOP ON-THE-JOB TRAINING OPPORTUNITIES AND/OR PARTICIPATE IN TRAINING PROGRAMS FOR THE AREA THAT EXPRESSLY INCLUDE MINORITIES AND WOMEN, INCLUDING UPGRADING PROGRAMS AND APPRENTICESHIP AND TRAINEE PROGRAMS RELEVANT TO THE CONTRACTOR'S EMPLOYMENT NEEDS, ESPECIALLY THOSE PROGRAMS FUNDED OR APPROVED BY THE DEPARTMENT OF LABOR. THE CONTRACTOR SHALL PROVIDE NOTICE OF THESE PROGRAMS TO THE SOURCES COMPILED UNDER SUBPARAGRAPH (G)(2) ABOVE.

6. DISSEMINATE THE CONTRACTOR'S EQUAL EMPLOYMENT POLICY BY --

(I) PROVIDING NOTICE OF THE POLICY TO UNIONS AND TO TRAINING, RECRUITMENT, AND OUTREACH PROGRAMS, AND REQUESTING THEIR COOPERATION IN ASSISTING THE CONTRACTOR IN MEETING ITS CONTRACT OBLIGATIONS;

(II) INCLUDING THE POLICY IN ANY POLICY MANUAL AND IN COLLECTIVE BARGAINING AGREEMENTS;

(III) PUBLICIZING THE POLICY IN THE COMPANY NEWSPAPER, ANNUAL REPORT, ETC.;

(IV) REVIEWING THE POLICY WITH ALL MANAGEMENT PERSONNEL AND WITH ALL MINORITY AND FEMALE EMPLOYEES AT LEAST ONCE A YEAR; AND

(V) POSTING THE POLICY ON BULLETIN BOARDS ACCESSIBLE TO EMPLOYEES AT EACH LOCATION WHERE CONSTRUCTION WORK IS PERFORMED.

7. REVIEW, AT LEAST ANNUALLY, THE CONTRACTOR'S EQUAL EMPLOYMENT POLICY AND AFFIRMATIVE ACTION OBLIGATIONS WITH ALL EMPLOYEES HAVING RESPONSIBILITY FOR HIRING, ASSIGNMENT, LAYOFF, TERMINATION, OR OTHER EMPLOYMENT DECISIONS. CONDUCT REVIEW OF THIS POLICY WITH ALL ON-SITE SUPERVISORY PERSONNEL BEFORE INITIATING CONSTRUCTION WORK AT A JOB SITE. A WRITTEN RECORD SHALL BE MADE AND MAINTAINED IDENTIFYING THE TIME AND PLACE OF THESE MEETINGS, PERSONS ATTENDING, SUBJECT MATTER DISCUSSED, AND DISPOSITION OF THE SUBJECT MATTER.

8. DISSEMINATE THE CONTRACTOR'S EQUAL EMPLOYMENT POLICY EXTERNALLY BY INCLUDING MINORITY AND FEMALE NEWS MEDIA. PROVIDE WRITTEN NOTIFICATION TO, AND DISCUSS THIS

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POLICY WITH, OTHER CONTRACTORS AND SUBCONTRACTORS WITH WHICH THE CONTRACTOR DOES OR ANTICIPATES DOING BUSINESS.

9. DIRECT RECRUITMENT EFFORTS, BOTH ORAL AND WRITTEN, TO MINORITY, FEMALE, AND COMMUNITY ORGANIZATIONS, TO SCHOOLS WITH MINORITY AND FEMALE STUDENTS, AND TO MINORITY AND FEMALE RECRUITMENT AND TRAINING ORGANIZATIONS SERVING THE CONTRACTOR'S RECRUITMENT AREA AND EMPLOYMENT NEEDS. NOT LATER THAN ONE MONTH BEFORE THE DATE FOR ACCEPTANCE OF APPLICATIONS FOR APPRENTICESHIP TO ORGANIZATIONS SUCH AS THE ABOVE, DESCRIBING THE OPENINGS, SCREENING PROCEDURES, AND TESTS TO BE USED IN THE SELECTION PROCESS.

10. ENCOURAGE PRESENT MINORITY AND FEMALE EMPLOYEES TO RECRUIT MINORITY PERSONS AND WOMEN. WHERE REASONABLE, PROVIDE AFTER-SCHOOL, SUMMER, AND VACATION EMPLOYMENT TO MINORITY AND FEMALE YOUTH BOTH ON THE SITE AND IN OTHER AREAS OF THE CONTRACTOR'S WORK FORCE.

11. VALIDATE ALL TESTS AND OTHER SELECTION REQUIREMENTS WHERE REQUIRED UNDER 41 CFR 60-3.

12. CONDUCT, AT LEAST ANNUALLY, AN INVENTORY AND EVALUATION AT LEAST OF ALL MINORITY AND FEMALE PERSONNEL FOR PROMOTIONAL OPPORTUNITIES. ENCOURAGE THESE EMPLOYEES TO SEEK OR TO PREPARE FOR, THROUGH APPROPRIATE TRAINING, ETC., OPPORTUNITIES FOR PROMOTION.

13. ENSURE THAT SENIORITY PRACTICES, JOB CLASSIFICATIONS, WORK ASSIGNMENTS, AND OTHER PERSONNEL PRACTICES DO NOT HAVE A DISCRIMINATORY EFFECT BY CONTINUALLY MONITORING ALL PERSONNEL AND EMPLOYMENT-RELATED ACTIVITIES TO ENSURE THAT THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT ARE BEING CARRIED OUT.

14. ENSURE THAT ALL FACILITIES AND COMPANY ACTIVITIES ARE NONSEGREGATED EXCEPT THAT SEPARATE OR SINGLE-USER TOILET AND NECESSARY CHANGING FACILITIES SHALL BE PROVIDED TO ASSURE PRIVACY BETWEEN SEXES.

15. MAINTAIN A RECORD OF SOLICITATIONS FOR SUBCONTRACTS FOR MINORITY AND FEMALE CONSTRUCTION CONTRACTORS AND SUPPLIERS INCLUDING CIRCULATION OR SOLICITATIONS TO MINORITY AND FEMALE CONTRACTOR ASSOCIATIONS AND OTHER BUSINESS ASSOCIATIONS.

16. CONDUCT A REVIEW, AT LEAST ANNUALLY, OF ALL SUPERVISORS' ADHERENCE TO AND PERFORMANCE UNDER THE CONTRACTOR'S EQUAL EMPLOYMENT POLICY AND AFFIRMATIVE ACTION OBLIGATIONS.

H. THE CONTRACTOR IS ENCOURAGED TO PARTICIPATE IN VOLUNTARY ASSOCIATIONS THAT MAY ASSIST IN FULFILLING ONE OR MORE OF THE AFFIRMATIVE ACTION OBLIGATIONS CONTAINED IN SUBPARAGRAPHS (G)(1) THROUGH (16). THE EFFORTS OF A CONTRACTOR ASSOCIATION, JOINT CONTRACTOR-UNION, CONTRACTOR-COMMUNITY, OR SIMILAR GROUP OF WHICH THE CONTRACTOR IS A MEMBER AND PARTICIPANT MAY BE ASSERTED AS FULFILLING ONE OR MORE OF ITS OBLIGATIONS UNDER SUBPARAGRAPHS (G)(1) THROUGH (16), PROVIDED THE CONTRACTOR

1. ACTIVELY PARTICIPATES IN THE GROUP;
2. MAKES EVERY EFFORT TO ENSURE THAT THE GROUP HAS A POSITIVE IMPACT ON THE EMPLOYMENT OF MINORITIES AND WOMEN IN THE INDUSTRY;
3. ENSURES THAT CONCRETE BENEFITS OF THE PROGRAM ARE REFLECTED IN THE CONTRACTOR'S MINORITY AND FEMALE WORK FORCE PARTICIPATION.
4. MAKES A GOOD-FAITH EFFORT TO MEET ITS INDIVIDUAL GOALS AND TIMETABLES; AND

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5. CAN PROVIDE ACCESS TO DOCUMENTATION AND DEMONSTRATES THE EFFECTIVENESS OF ACTIONS TAKEN ON BEHALF OF THE CONTRACTOR. THE OBLIGATIONS TO COMPLY IS THE CONTRACTOR'S, AND FAILURE OF SUCH A GROUP TO FULFILL AN OBLIGATION SHALL NOT BE A DEFENSE FOR THE CONTRACTOR'S NONCOMPLIANCE.

I. A SINGLE GOAL FOR MINORITIES AND A SEPARATE SINGLE GOAL FOR WOMEN SHALL BE ESTABLISHED. THE CONTRACTOR IS REQUIRED TO PROVIDE EQUAL EMPLOYMENT OPPORTUNITY AND TO TAKE AFFIRMATIVE ACTION FOR ALL MINORITY GROUPS, BOTH MALE AND FEMALE, AND ALL WOMEN, BOTH MINORITY AND NON-MINORITY. CONSEQUENTLY, THE CONTRACTOR MAY BE IN VIOLATION OF EXECUTIVE ORDER 11246, AS AMENDED, IF A PARTICULAR GROUP IS EMPLOYED IN A SUBSTANTIALLY DISPARATE MANNER.

J. THE CONTRACTOR SHALL NOT USE GOALS OR AFFIRMATIVE ACTION STANDARDS TO DISCRIMINATE AGAINST ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN.

K. THE CONTRACTOR SHALL NOT ENTER INTO ANY SUBCONTRACT WITH ANY PERSON OR FIRM DEBARRED FROM GOVERNMENT CONTRACTS UNDER EXECUTIVE ORDER 11246, AS AMENDED.

L. THE CONTRACTOR SHALL CARRY OUT SUCH SANCTIONS AND PENALTIES FOR VIOLATION OF THIS CLAUSE AND OF THE EQUAL OPPORTUNITY CLAUSE, INCLUDING SUSPENSION, TERMINATION, AND CANCELLATION OF EXISTING SUBCONTRACTS, AS MAY BE IMPOSED OR ORDERED UNDER EXECUTIVE ORDER 11246, AS AMENDED, AND ITS IMPLEMENTING REGULATIONS, BY THE OFCCP. ANY FAILURE TO CARRY OUT THESE SANCTIONS AND PENALTIES AS ORDERED SHALL BE A VIOLATION OF THIS CLAUSE AND EXECUTIVE ORDER 11246, AS AMENDED.

M. THE CONTRACTOR IN FULFILLING ITS OBLIGATIONS UNDER THIS CLAUSE SHALL IMPLEMENT AFFIRMATIVE ACTION PROCEDURES AT LEAST AS EXTENSIVE AS THOSE PRESCRIBED IN PARAGRAPH (G) ABOVE, SO AS TO ACHIEVE MAXIMUM RESULTS FROM ITS EFFORTS TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. IF THE CONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11246, AS AMENDED, THE IMPLEMENTING REGULATIONS, OR THIS CLAUSE, THE DIRECTOR SHALL TAKE ACTION AS PRESCRIBED IN 41 CFR 60-4.8.

N. THE CONTRACTOR SHALL DESIGNATE A RESPONSIBLE OFFICIAL TO ---

1. MONITOR ALL EMPLOYMENT-RELATED ACTIVITY TO ENSURE THAT THE CONTRACTOR'S EQUAL EMPLOYMENT POLICY IS BEING CARRIED OUT;

2. SUBMIT REPORTS AS MAY BE REQUIRED BY THE GOVERNMENT; AND

3. KEEP RECORDS THAT SHALL AT LEAST INCLUDE FOR EACH EMPLOYEE THE NAME, ADDRESS, TELEPHONE NUMBER, CONSTRUCTION TRADE, UNION AFFILIATION (IF ANY), EMPLOYEE IDENTIFICATION NUMBER, RACE, SEX, STATUS (E.G. MECHANIC, APPRENTICE, TRAINEE, HELPER, OR LABORER), DATE OF CHANGES IN STATUS, HOURS WORKED PER WEEK IN THE INDICATED TRADE, RATE OF PAY, AND LOCATIONS AT WHICH THE WORK WAS PERFORMED. RECORDS SHALL BE MAINTAINED IN AN EASILY UNDERSTANDABLE AND RETRIEVABLE FORM; HOWEVER, TO THE DEGREE THAT EXISTING RECORDS SATISFY THIS REQUIREMENT, SEPARATE RECORDS ARE NOT REQUIRED TO BE MAINTAINED.



O. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS A LIMITATION UPON THE APPLICATION OF OTHER LAWS THAT ESTABLISH DIFFERENT STANDARDS OF COMPLIANCE OR UPON THE REQUIREMENTS FOR THE HIRING OF LOCAL OR OTHER AREA RESIDENTS (E.G., THOSE UNDER THE PUBLIC WORKS EMPLOYMENT ACT OF 1977 AND THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM).

### 3.5 CONSTRUCTION DOCUMENTATION AFTER AWARD

UPON REQUEST FOR SUCH BY THE CONTRACTING OFFICER, THE FOLLOWING DOCUMENTATION MUST BE PROVIDED IF A LESSOR INITIATED CHANGE OCCURS:

- A. AN ASSESSMENT OF THE SUBSOIL CONDITIONS INCLUDING THE DESIGN BEARING VALUE AND FOUNDATION TYPE AND CAPACITY. IDENTIFY TYPES OF SOILS, BEDROCK AND WATER DEPTHS.

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- B. COMPLETE SITE DATA INCLUDING EXISTING GRADES AND FINISH, DESIGN ELEVATIONS, METHOD OF SITE DRAINAGE, LOCATION OF WATER, SEWAGE, UTILITY LINES, ETC.
- C. COMPLETE STRUCTURAL CALCULATIONS PREPARED, STAMPED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF COLORADO.
- D. COMPLETE STRUCTURAL FRAMING PLAN.
- E. HEATING AND COOLING PEAK LOAD CALCULATIONS.
- F. HVAC PLANS AND EQUIPMENT SPECIFICATIONS — HVAC DUCT LAYOUTS, SPECIFIC HVAC ZONES, HVAC ZONE CONTROLS. ALL DAMPERS INCLUDING FIRE DAMPERS AND VOLUME CONTROL DAMPERS MUST BE SHOWN WITH DUCTWORK AHEAD OF THE DISTRIBUTION TERMINAL INDICATED IN TRUE SIZE; AUTOMATIC CONTROL DIAGRAMS SHOWING SEQUENCE OF OPERATION OF EQUIPMENT; PLANS SHOWING PLUMBING LAYOUT AND FIXTURES; RISER DIAGRAMS FOR WASTE AND VENT LINES; LAYOUT OF EQUIPMENT ROOMS SHOWING ALL MECHANICAL EQUIPMENT; MECHANICAL DETAILS; AND COMPLETE EQUIPMENT SCHEDULES.
- G. ELECTRICAL PLANS AND EQUIPMENT SPECIFICATIONS — FLOOR PLANS SHOWING LIGHTING, POWER DISTRIBUTION AND COMMUNICATION RACEWAY DISTRIBUTION; ONE LINE DIAGRAM OF PRIMARY AND SECONDARY POWER DISTRIBUTION; CIRCUIT AND CONTROL SYSTEMS LAYOUT OF LIGHTING CONTROL SYSTEM; SITE PLAN INDICATING SERVICE LOCATIONS, MANHOLES, DUCTBANKS AND SITE LIGHTING; LAYOUT OF ELECTRICAL EQUIPMENT SPACES SHOWING ALL ELECTRICAL EQUIPMENT INCLUDING ELEVATION OF SUBSTATION TRANSFORMERS AND DISCONNECT SWITCHES; SCHEDULES FOR SWITCHGEAR, SWITCHBOARD, MOTOR CONTROL CENTERS, PANELBOARDS AND UNIT SUBSTATIONS; GROUNDING DIAGRAM; ELEVATOR CONTROL TRANSFER DIAGRAM.
- H. DOOR HARDWARE SCHEDULES AND SPECIFICATIONS.
- I. ROOM FINISH SCHEDULES AND SPECIFICATIONS.
- J. SPECIAL EQUIPMENT SPECIFICATIONS.
- K. FINAL DIMENSIONED PLANS, ELEVATIONS, BUILDINGS SECTIONS, AND ARCHITECTURAL DETAIL DRAWINGS.
- L. BUILDING SPRINKLER SYSTEMS HYDRAULIC CALCULATIONS AND ASSOCIATED DRAWINGS.
- M. OTHER BUILDING CODE ANALYSES AND CERTIFICATIONS.
- N. ALL FINAL DESIGN CALCULATIONS NOT OTHERWISE LISTED ABOVE.

ALL CORRECTIONS AND UPDATES TO THE CONSTRUCTION DOCUMENTS MUST BE AUTOMATICALLY FORWARDED TO THE CONTRACTING OFFICER.

### 3.6 MISCELLANEOUS LABOR CLAUSES (AUG 1994)

(1) 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (MAR 1986)

(A) OVERTIME REQUIREMENTS. NO CONTRACTOR OR SUBCONTRACTOR CONTRACTING FOR ANY PART OF THE CONTRACT WORK WHICH MAY REQUIRE OR INVOLVE THE EMPLOYMENT OF LABORERS OR MECHANICS (SEE FEDERAL ACQUISITION REGULATION (FAR) 22.300) SHALL REQUIRE OR PERMIT ANY SUCH LABORERS OR MECHANICS IN ANY WORKWEEK IN WHICH THE INDIVIDUAL IS EMPLOYED ON SUCH WORK TO WORK IN EXCESS OF 40 HOURS IN SUCH WORKWEEK UNLESS SUCH LABORER OR MECHANIC RECEIVES COMPENSATION AT A RATE NOT LESS THAN 1 ½ TIMES THE BASIC RATE OF PAY FOR ALL HOURS WORKED IN EXCESS OF 40 HOURS IN SUCH WORKWEEK.

(B) VIOLATION; LIABILITY FOR UNPAID WAGES; LIQUIDATED DAMAGES. IN THE EVENT OF ANY VIOLATION OF THE PROVISIONS SET FORTH IN PARAGRAPH (A) OF THIS CLAUSE, THE CONTRACTOR AND ANY SUBCONTRACTOR RESPONSIBLE THEREFOR SHALL BE LIABLE FOR THE UNPAID WAGES. IN ADDITION, SUCH CONTRACTOR AND SUBCONTRACTOR SHALL BE LIABLE TO THE UNITED STATES (IN THE CASE OF WORK DONE UNDER CONTRACT FOR THE DISTRICT OF COLUMBIA OR A TERRITORY, TO SUCH DISTRICT OR TO SUCH TERRITORY), FOR LIQUIDATED DAMAGES. SUCH LIQUIDATED DAMAGES SHALL BE COMPUTED WITH RESPECT TO EACH INDIVIDUAL LABORER OR MECHANIC EMPLOYED IN VIOLATION OF THE PROVISIONS SET FORTH IN PARAGRAPH (A) OF THIS CLAUSE IN THE SUM OF \$10 FOR EACH CALENDAR

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DAY ON WHICH SUCH INDIVIDUAL WAS REQUIRED OR PERMITTED TO WORK IN EXCESS OF THE STANDARD WORKWEEK OF 40 HOURS WITHOUT PAYMENT OF THE OVERTIME WAGES REQUIRED BY PROVISIONS SET FORTH IN PARAGRAPH (A) OF THIS CLAUSE.

(C) WITHHOLDING FOR UNPAID WAGES AND LIQUIDATED DAMAGES. THE CONTRACTING OFFICER SHALL UPON HIS OR HER OWN ACTION OR UPON WRITTEN REQUEST OF AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF LABOR WITHHOLD OR CAUSE TO BE WITHHELD, FROM ANY MONEYS PAYABLE ON ACCOUNT OF WORK PERFORMED BY THE CONTRACTOR OR SUBCONTRACTOR UNDER ANY SUCH CONTRACT OR ANY OTHER FEDERAL CONTRACT WITH THE SAME PRIME CONTRACTOR, OR ANY OTHER FEDERALLY-ASSISTED CONTRACT SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT WHICH IS HELD BY THE SAME PRIME CONTRACTOR, SUCH SUMS AS MAY BE DETERMINED TO BE NECESSARY TO SATISFY ANY LIABILITIES OF SUCH CONTRACTOR OR SUBCONTRACTOR FOR UNPAID WAGES AND LIQUIDATED DAMAGES AS PROVIDED IN THE PROVISIONS SET FORTH IN PARAGRAPH (B) OF THIS CLAUSE.

(D) PAYROLLS AND BASIC RECORDS.

(1) THE CONTRACTOR OR SUBCONTRACTOR SHALL MAINTAIN PAYROLLS AND BASIC PAYROLL RECORDS DURING THE COURSE OF CONTRACT WORK AND SHALL PRESERVE THEM FOR A PERIOD OF 3 YEARS FROM THE COMPLETION OF THE CONTRACT FOR ALL LABORERS AND MECHANICS WORKING ON THE CONTRACT. SUCH RECORDS SHALL CONTAIN THE NAME AND ADDRESS OF EACH SUCH EMPLOYEE, SOCIAL SECURITY NUMBER, CORRECT CLASSIFICATIONS, HOURLY RATES OF WAGES PAID, DAILY AND WEEKLY NUMBER OF HOURS WORKED, DEDUCTIONS MADE, AND ACTUAL WAGES PAID. NOTHING IN THIS PARAGRAPH SHALL REQUIRE THE DUPLICATION OF RECORDS REQUIRED TO BE MAINTAINED FOR CONSTRUCTION WORK BY DEPARTMENT OF LABOR REGULATIONS AT 29 CFR 5.5(A)(3) IMPLEMENTING THE DAVIS-BACON ACT.

(2) THE RECORDS TO BE MAINTAINED UNDER PARAGRAPH (D)(1) OF THIS CLAUSE SHALL BE MADE AVAILABLE BY THE CONTRACTOR OR SUBCONTRACTOR FOR INSPECTION, COPYING, OR TRANSCRIPTION BY AUTHORIZED REPRESENTATIVES OF THE CONTRACTING OFFICER OR THE DEPARTMENT OF LABOR. THE CONTRACTOR OR SUBCONTRACTOR SHALL PERMIT SUCH REPRESENTATIVES TO INTERVIEW EMPLOYEES DURING WORKING HOURS ON THE JOB.

(E) SUBCONTRACTS. THE CONTRACTOR OR SUBCONTRACTOR SHALL INSERT IN ANY SUBCONTRACTS THE PROVISIONS SET FORTH IN PARAGRAPHS (A) THROUGH (E) OF THIS CLAUSE AND ALSO A CLAUSE REQUIRING THE SUBCONTRACTORS TO INCLUDE THESE PROVISIONS IN ANY LOWER TIER SUBCONTRACTS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE BY ANY SUBCONTRACTOR OR LOWER TIER SUBCONTRACTOR WITH THE PROVISIONS SET FORTH IN PARAGRAPHS (A) THROUGH (E) OF THIS CLAUSE.

(2) 52.222-6 DAVIS-BACON ACT (NOV 1992)

(A) ALL LABORERS AND MECHANICS EMPLOYED OR WORKING UPON THE SITE OF THE WORK WILL BE PAID UNCONDITIONALLY AND NOT LESS OFTEN THAN ONCE A WEEK, AND WITHOUT SUBSEQUENT DEDUCTION OR REBATE ON ANY ACCOUNT (EXCEPT SUCH PAYROLL DEDUCTIONS AS ARE PERMITTED BY REGULATIONS ISSUED BY THE SECRETARY OF LABOR UNDER THE COPELAND ACT (29 CFR PART 3)), THE FULL AMOUNT OF WAGES AND BONA FIDE FRINGE BENEFITS (OR CASH EQUIVALENTS THEREOF) DUE AT TIME OF PAYMENT COMPUTED AT RATES NOT LESS THAN THOSE CONTAINED IN THE WAGE DETERMINATION OF THE SECRETARY OF LABOR WHICH IS ATTACHED HERETO AND MADE A PART HEREOF, REGARDLESS OF ANY CONTRACTUAL RELATIONSHIP WHICH MAY BE ALLEGED TO EXIST BETWEEN THE CONTRACTOR AND SUCH LABORERS AND MECHANICS. CONTRIBUTIONS MADE OR COSTS REASONABLY ANTICIPATED FOR BONA FIDE FRINGE BENEFITS UNDER SECTION 1(B)(2) OF THE DAVIS-BACON ACT ON BEHALF OF LABORERS OR MECHANICS ARE CONSIDERED WAGES PAID TO SUCH LABORERS OR MECHANICS, SUBJECT TO THE PROVISIONS OF PARAGRAPH (D) OF THIS CLAUSE; ALSO, REGULAR CONTRIBUTIONS MADE OR COSTS INCURRED FOR MORE THAN A WEEKLY PERIOD (BUT NOT LESS OFTEN THAN QUARTERLY) UNDER PLANS, FUNDS, OR PROGRAMS WHICH COVER THE PARTICULAR WEEKLY PERIOD, ARE DEEMED TO BE CONSTRUCTIVELY MADE OR INCURRED DURING SUCH PERIOD. SUCH LABORERS AND MECHANICS SHALL BE PAID NOT LESS THAN THE APPROPRIATE WAGE RATE AND FRINGE BENEFITS IN THE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED, WITHOUT REGARD TO SKILL, EXCEPT AS PROVIDED IN THE CLAUSE ENTITLED APPRENTICES AND TRAINEES. LABORERS OR MECHANICS PERFORMING WORK IN MORE THAN ONE CLASSIFICATION MAY BE COMPENSATED AT THE RATE SPECIFIED FOR EACH CLASSIFICATION FOR THE TIME ACTUALLY WORKED THEREIN; PROVIDED, THAT THE EMPLOYER'S PAYROLL RECORDS ACCURATELY SET FORTH THE TIME SPENT IN EACH CLASSIFICATION IN WHICH WORK IS PERFORMED. THE WAGE DETERMINATION

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(INCLUDING ANY ADDITIONAL CLASSIFICATIONS AND WAGE RATES CONFORMED UNDER PARAGRAPH (B) OF THIS CLAUSE) AND THE DAVIS-BACON POSTER (WH-1321) SHALL BE POSTED AT ALL TIMES BY THE CONTRACTOR AND ITS SUBCONTRACTORS AT THE SITE OF THE WORK IN A PROMINENT AND ACCESSIBLE PLACE WHERE IT CAN BE EASILY SEEN BY THE WORKERS.

- (B) (1) THE CONTRACTING OFFICER SHALL REQUIRE THAT ANY CLASS OF LABORERS OR MECHANICS, INCLUDING HELPERS, WHICH IS NOT LISTED IN THE WAGE DETERMINATION AND WHICH IS TO BE EMPLOYED UNDER THE CONTRACT SHALL BE CLASSIFIED IN CONFORMANCE WITH THE WAGE DETERMINATION. THE CONTRACTING OFFICER SHALL APPROVE AN ADDITIONAL CLASSIFICATION AND WAGE RATE AND FRINGE BENEFITS THEREFOR ONLY WHEN ALL THE FOLLOWING CRITERIA HAVE BEEN MET:

(I) EXCEPT WITH RESPECT TO HELPERS, AS DEFINED IN SECTION 22.401 OF THE FEDERAL ACQUISITION REGULATION, THE WORK TO BE PERFORMED BY THE CLASSIFICATION REQUESTED IS NOT PERFORMED BY A CLASSIFICATION IN THE WAGE DETERMINATION.

(II) THE CLASSIFICATION IS UTILIZED IN THE AREA BY THE CONSTRUCTION INDUSTRY.

(III) THE PROPOSED WAGE RATE, INCLUDING ANY BONA FIDE FRINGE BENEFITS, BEARS A REASONABLE RELATIONSHIP TO THE WAGE RATES CONTAINED IN THE WAGE DETERMINATION.

(IV) WITH RESPECT TO HELPERS, SUCH A CLASSIFICATION PREVAILS IN THE AREA IN WHICH THE WORK IS PERFORMED.

(2) IF THE CONTRACTOR AND THE LABORERS AND MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION (IF KNOWN), OR THEIR REPRESENTATIVES, AND THE CONTRACTING OFFICER AGREE ON THE CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS, WHERE APPROPRIATE), A REPORT OF THE ACTION TAKEN SHALL BE SENT BY THE CONTRACTING OFFICER TO THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION, EMPLOYMENT STANDARDS ADMINISTRATION, U.S. DEPARTMENT OF LABOR, WASHINGTON, DC 20210. THE ADMINISTRATOR OR AN AUTHORIZED REPRESENTATIVE WILL APPROVE, MODIFY, OR DISAPPROVE EVERY ADDITIONAL CLASSIFICATION ACTION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE CONTRACTING OFFICER OR WILL NOTIFY THE CONTRACTING OFFICER WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.

(3) IN THE EVENT THE CONTRACTOR, THE LABORERS OR MECHANICS TO BE EMPLOYED IN THE CLASSIFICATION, OR THEIR REPRESENTATIVES, AND THE CONTRACTING OFFICER DO NOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE (INCLUDING THE AMOUNT DESIGNATED FOR FRINGE BENEFITS, WHERE APPROPRIATE), THE CONTRACTING OFFICER SHALL REFER THE QUESTIONS, INCLUDING THE VIEWS OF ALL INTERESTED PARTIES AND THE RECOMMENDATION OF THE CONTRACTING OFFICER, TO THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION FOR DETERMINATION. THE ADMINISTRATOR, OR AN AUTHORIZED REPRESENTATIVE, WILL ISSUE A DETERMINATION WITHIN 30 DAYS OF RECEIPT AND SO ADVISE THE CONTRACTING OFFICER OR WILL NOTIFY THE CONTRACTING OFFICER WITHIN THE 30-DAY PERIOD THAT ADDITIONAL TIME IS NECESSARY.

(4) THE WAGE RATE (INCLUDING FRINGE BENEFITS, WHERE APPROPRIATE) DETERMINED PURSUANT TO SUBPARAGRAPHS (B)(2) AND (B)(3) OF THIS CLAUSE SHALL BE PAID TO ALL WORKERS PERFORMING WORK IN THE CLASSIFICATION UNDER THIS CONTRACT FROM THE FIRST DAY ON WHICH WORK IS PERFORMED IN THE CLASSIFICATION.

(C) WHENEVER THE MINIMUM WAGE RATE PRESCRIBED IN THE CONTRACT FOR A CLASS OF LABORERS OR MECHANICS INCLUDES A FRINGE BENEFIT WHICH IS NOT EXPRESSED AS AN HOURLY RATE, THE CONTRACTOR SHALL EITHER PAY THE BENEFIT AS STATED IN THE WAGE DETERMINATION OR SHALL PAY ANOTHER BONA FIDE FRINGE BENEFIT OR AN HOURLY CASH EQUIVALENT THEREOF.

(D) IF THE CONTRACTOR DOES NOT MAKE PAYMENTS TO A TRUSTEE OR OTHER THIRD PERSON, THE CONTRACTOR MAY CONSIDER AS PART OF THE WAGES OF ANY LABORER OR MECHANIC THE AMOUNT OF ANY COSTS REASONABLY ANTICIPATED IN PROVIDING BONA FIDE FRINGE BENEFITS UNDER A PLAN OR PROGRAM; PROVIDED, THAT THE SECRETARY OF LABOR HAS FOUND, UPON THE WRITTEN REQUEST OF THE CONTRACTOR, THAT THE APPLICABLE STANDARDS OF THE DAVIS-BACON ACT HAVE BEEN MET. THE SECRETARY OF LABOR MAY REQUIRE THE CONTRACTOR TO SET ASIDE IN A SEPARATE ACCOUNT ASSETS FOR THE MEETING OF OBLIGATIONS UNDER THE PLAN OR PROGRAM.

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(3) 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

THE CONTRACTING OFFICER SHALL, UPON HIS OR HER OWN ACTION OR UPON WRITTEN REQUEST OF AN AUTHORIZED REPRESENTATIVE OF THE DEPARTMENT OF LABOR, WITHHOLD OR CAUSE TO BE WITHHELD FROM THE CONTRACTOR UNDER THIS CONTRACT OR ANY OTHER FEDERAL CONTRACT WITH THE SAME PRIME CONTRACTOR, OR ANY OTHER FEDERALLY ASSISTED CONTRACT SUBJECT TO DAVIS-BACON PREVAILING WAGE REQUIREMENTS, WHICH IS HELD BY THE SAME PRIME CONTRACTOR, SO MUCH OF THE ACCRUED PAYMENTS OR ADVANCES AS MAY BE CONSIDERED NECESSARY TO PAY LABORERS AND MECHANICS, INCLUDING APPRENTICES, TRAINEES, AND HELPERS, EMPLOYED BY THE CONTRACTOR OR ANY SUBCONTRACTOR THE FULL AMOUNT OF WAGES REQUIRED BY THE CONTRACT. IN THE EVENT OF FAILURE TO PAY ANY LABORER OR MECHANIC, INCLUDING ANY APPRENTICE, TRAINEE, OR HELPER, EMPLOYED OR WORKING ON THE SITE OF THE WORK, ALL OR PART OF THE WAGES REQUIRED BY THE CONTRACT, THE CONTRACTING OFFICER MAY, AFTER WRITTEN NOTICE TO THE CONTRACTOR, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION OF ANY FURTHER PAYMENT, ADVANCE, OR GUARANTEE OF FUNDS UNTIL SUCH VIOLATIONS HAVE CEASED.

(4) 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(A) PAYROLLS AND BASIC RECORDS RELATING THERETO SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE COURSE OF THE WORK AND PRESERVED FOR A PERIOD OF 3 YEARS THEREAFTER FOR ALL LABORERS AND MECHANICS WORKING AT THE SITE OF THE WORK. SUCH RECORDS SHALL CONTAIN THE NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EACH SUCH WORKER, HIS OR HER CORRECT CLASSIFICATION, HOURLY RATES OF WAGES PAID (INCLUDING RATES OF CONTRIBUTIONS OR COSTS ANTICIPATED FOR BONA FIDE FRINGE BENEFITS OR CASH EQUIVALENTS THEREOF OF THE TYPES DESCRIBED IN SECTION 1(B)(2)(B) OF THE DAVIS-BACON ACT), DAILY AND WEEKLY NUMBER OF HOURS WORKED, DEDUCTIONS MADE, AND ACTUAL WAGES PAID. WHENEVER THE SECRETARY OF LABOR HAS FOUND, UNDER PARAGRAPH (D) OF THE CLAUSE ENTITLED DAVIS-BACON ACT, THAT THE WAGES OF ANY LABORER OR MECHANIC INCLUDE THE AMOUNT OF ANY COSTS REASONABLY ANTICIPATED IN PROVIDING BENEFITS UNDER A PLAN OR PROGRAM DESCRIBED IN SECTION 1(B)(2)(B) OF THE DAVIS-BACON ACT, THE CONTRACTOR SHALL MAINTAIN RECORDS WHICH SHOW THAT THE COMMITMENT TO PROVIDE SUCH BENEFITS IS ENFORCEABLE, THAT THE PLAN OR PROGRAM IS FINANCIALLY RESPONSIBLE, AND THAT THE PLAN OR PROGRAM HAS BEEN COMMUNICATED IN WRITING TO THE LABORERS OR MECHANICS AFFECTED, AND RECORDS WHICH SHOW THE COSTS ANTICIPATED OR THE ACTUAL COST INCURRED IN PROVIDING SUCH BENEFITS. CONTRACTORS EMPLOYING APPRENTICES OR TRAINEES UNDER APPROVED PROGRAMS SHALL MAINTAIN WRITTEN EVIDENCE OF THE REGISTRATION OF APPRENTICESHIP PROGRAMS AND CERTIFICATION OF TRAINEE PROGRAMS, THE REGISTRATION OF THE APPRENTICES AND TRAINEES, AND THE RATIOS AND WAGE RATES PRESCRIBED IN THE APPLICABLE PROGRAMS.

(B) (1) THE CONTRACTOR SHALL SUBMIT WEEKLY FOR EACH WEEK IN WHICH ANY CONTRACT WORK IS PERFORMED A COPY OF ALL PAYROLLS TO THE CONTRACTING OFFICER. THE PAYROLLS SUBMITTED SHALL SET OUT ACCURATELY AND COMPLETELY ALL OF THE INFORMATION REQUIRED TO BE MAINTAINED UNDER PARAGRAPH (A) OF THIS CLAUSE. THIS INFORMATION MAY BE SUBMITTED IN ANY FORM DESIRED. OPTIONAL FORM WH-347 (FEDERAL STOCK NUMBER 029-005-00014-1) IS AVAILABLE FOR THIS PURPOSE AND MAY BE PURCHASED FROM THE SUPERINTENDENT OF DOCUMENTS, U.S. GOVERNMENT PRINTING OFFICE, WASHINGTON, DC 20402. THE PRIME CONTRACTOR IS RESPONSIBLE FOR THE SUBMISSION OF COPIES OF PAYROLLS BY ALL SUBCONTRACTORS.

(2) EACH PAYROLL SUBMITTED SHALL BE ACCOMPANIED BY A "STATEMENT OF COMPLIANCE," SIGNED BY THE CONTRACTOR OR SUBCONTRACTOR OR HIS OR HER AGENT WHO PAYS OR SUPERVISES THE PAYMENT OF THE PERSONS EMPLOYED UNDER THE CONTRACT AND SHALL CERTIFY—

(I) THAT THE PAYROLL FOR THE PAYROLL PERIOD CONTAINS THE INFORMATION REQUIRED TO BE MAINTAINED UNDER PARAGRAPH (A) OF THIS CLAUSE AND THAT SUCH INFORMATION IS CORRECT AND COMPLETE;

(II) THAT EACH LABORER OR MECHANIC (INCLUDING EACH HELPER, APPRENTICE, AND TRAINEE) EMPLOYED ON THE CONTRACT DURING THE PAYROLL PERIOD HAS BEEN PAID THE FULL WEEKLY WAGES EARNED, WITHOUT REBATE, EITHER DIRECTLY OR INDIRECTLY, AND THAT NO DEDUCTIONS HAVE BEEN MADE EITHER DIRECTLY OR INDIRECTLY FROM THE FULL WAGES EARNED, OTHER THAN PERMISSIBLE DEDUCTIONS AS SET FORTH IN THE REGULATIONS, 29 CFR PART 3; AND

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(III) THAT EACH LABORER OR MECHANIC HAS BEEN PAID NOT LESS THAN THE APPLICABLE WAGE RATES AND FRINGE BENEFITS OR CASH EQUIVALENTS FOR THE CLASSIFICATION OF WORK PERFORMED, AS SPECIFIED IN THE APPLICABLE WAGE DETERMINATION INCORPORATED INTO THE CONTRACT.

(3) THE WEEKLY SUBMISSION OF A PROPERLY EXECUTED CERTIFICATION SET FORTH ON THE REVERSE SIDE OF OPTIONAL FORM WH-347 SHALL SATISFY THE REQUIREMENT FOR SUBMISSION OF THE "STATEMENT OF COMPLIANCE" REQUIRED BY SUBPARAGRAPH (B)(2) OF THIS CLAUSE.

(4) THE FALSIFICATION OF ANY OF THE CERTIFICATIONS IN THIS CLAUSE MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION UNDER SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

(C) THE CONTRACTOR OR SUBCONTRACTOR SHALL MAKE THE RECORDS REQUIRED UNDER PARAGRAPH (A) OF THIS CLAUSE AVAILABLE FOR INSPECTION, COPYING, OR TRANSCRIPTION BY THE CONTRACTING OFFICER OR AUTHORIZED REPRESENTATIVES OF THE CONTRACTING OFFICER OR THE DEPARTMENT OF LABOR. THE CONTRACTOR OR SUBCONTRACTOR SHALL PERMIT THE CONTRACTING OFFICER OR REPRESENTATIVES OF THE CONTRACTING OFFICER OR THE DEPARTMENT OF LABOR TO INTERVIEW EMPLOYEES DURING WORKING HOURS ON THE JOB. IF THE CONTRACTOR OR SUBCONTRACTOR FAILS TO SUBMIT REQUIRED RECORDS OR TO MAKE THEM AVAILABLE, THE CONTRACTING OFFICER MAY, AFTER WRITTEN NOTICE TO THE CONTRACTOR, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION OF ANY FURTHER PAYMENT. FURTHERMORE, FAILURE TO SUBMIT THE REQUIRED RECORDS UPON REQUEST OR TO MAKE SUCH RECORDS AVAILABLE MAY BE GROUNDS FOR DEBARMENT ACTION PURSUANT TO 29 CFR 5.12.

(5) 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(A) APPRENTICES. APPRENTICES WILL BE PERMITTED TO WORK AT LESS THAN THE PREDETERMINED RATE FOR THE WORK THEY PERFORMED WHEN THEY ARE EMPLOYED PURSUANT TO AND INDIVIDUALLY REGISTERED IN A BONA FIDE APPRENTICESHIP PROGRAM REGISTERED WITH THE U.S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION, BUREAU OF APPRENTICESHIP AND TRAINING, OR WITH A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE BUREAU, OR IF A PERSON IS EMPLOYED IN HIS OR HER FIRST 90 DAYS OF PROBATIONARY EMPLOYMENT AS AN APPRENTICE IN SUCH AN APPRENTICESHIP PROGRAM, WHO IS NOT INDIVIDUALLY REGISTERED IN THE PROGRAM, BUT WHO HAS BEEN CERTIFIED BY THE BUREAU OF APPRENTICESHIP AND TRAINING OR A STATE APPRENTICESHIP AGENCY (WHERE APPROPRIATE) TO BE ELIGIBLE FOR PROBATIONARY EMPLOYMENT AS AN APPRENTICE. THE ALLOWABLE RATIO OF APPRENTICES TO JOURNEYMEN ON THE JOB SITE IN ANY CRAFT CLASSIFICATION SHALL NOT BE GREATER THAN THE RATIO PERMITTED TO THE CONTRACTOR AS TO THE ENTIRE WORK FORCE UNDER THE REGISTERED PROGRAM. ANY WORKER LISTED ON A PAYROLL AT AN APPRENTICE WAGE RATE, WHO IS NOT REGISTERED OR OTHERWISE EMPLOYED AS STATED IN THIS PARAGRAPH, SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED. IN ADDITION, ANY APPRENTICE PERFORMING WORK ON THE JOB SITE IN EXCESS OF THE RATIO PERMITTED UNDER THE REGISTERED PROGRAM SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE ON THE WAGE DETERMINATION FOR THE WORK ACTUALLY PERFORMED. WHERE A CONTRACTOR IS PERFORMING CONSTRUCTION ON A PROJECT IN A LOCALITY OTHER THAN THAT IN WHICH ITS PROGRAM IS REGISTERED, THE RATIOS AND WAGE RATES (EXPRESSED IN PERCENTAGES OF THE JOURNEYMAN'S HOURLY RATE) SPECIFIED IN THE CONTRACTOR'S OR SUBCONTRACTOR'S REGISTERED PROGRAM SHALL BE OBSERVED. EVERY APPRENTICE MUST BE PAID AT NOT LESS THAN THE RATE SPECIFIED IN THE REGISTERED PROGRAM FOR THE APPRENTICE'S LEVEL OF PROGRESS, EXPRESSED AS A PERCENTAGE OF THE JOURNEYMAN HOURLY RATE SPECIFIED IN THE APPLICABLE WAGE DETERMINATION. APPRENTICES SHALL BE PAID FRINGE BENEFITS IN ACCORDANCE WITH THE PROVISIONS OF THE APPRENTICESHIP PROGRAM. IF THE APPRENTICESHIP PROGRAM DOES NOT SPECIFY FRINGE BENEFITS, APPRENTICES MUST BE PAID THE FULL AMOUNT OF FRINGE BENEFITS LISTED ON THE WAGE DETERMINATION FOR THE APPLICABLE CLASSIFICATION. IF THE ADMINISTRATOR DETERMINES THAT A DIFFERENT PRACTICE PREVAILS FOR THE APPLICABLE APPRENTICE CLASSIFICATION, FRINGES SHALL BE PAID IN ACCORDANCE WITH THAT DETERMINATION. IN THE EVENT THE BUREAU OF APPRENTICESHIP AND TRAINING, OR A STATE APPRENTICESHIP AGENCY RECOGNIZED BY THE BUREAU, WITHDRAWS APPROVAL OF AN APPRENTICESHIP PROGRAM, THE CONTRACTOR WILL NO LONGER BE PERMITTED TO UTILIZE APPRENTICES AT LESS THAN THE APPLICABLE PREDETERMINED RATE FOR THE WORK PERFORMED UNTIL AN ACCEPTABLE PROGRAM IS APPROVED.

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(B) TRAINEES. EXCEPT AS PROVIDED IN 29 CFR 5.16, TRAINEES WILL NOT BE PERMITTED TO WORK AT LESS THAN THE PREDETERMINED RATE FOR THE WORK PERFORMED UNLESS THEY ARE EMPLOYED PURSUANT TO AND INDIVIDUALLY REGISTERED IN A PROGRAM WHICH HAS RECEIVED PRIOR APPROVAL, EVIDENCED BY FORMAL CERTIFICATION BY THE U.S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION. THE RATIO OF TRAINEES TO JOURNEYMEN ON THE JOB SITE SHALL NOT BE GREATER THAN PERMITTED UNDER THE PLAN APPROVED BY THE EMPLOYMENT AND TRAINING ADMINISTRATION. EVERY TRAINEE MUST BE PAID AT NOT LESS THAN THE RATE SPECIFIED IN THE APPROVED PROGRAM FOR THE TRAINEE'S LEVEL OF PROGRESS, EXPRESSED AS A PERCENTAGE OF THE JOURNEYMAN HOURLY RATE SPECIFIED IN THE APPLICABLE WAGE DETERMINATION. TRAINEES SHALL BE PAID FRINGE BENEFITS IN ACCORDANCE WITH THE PROVISIONS OF THE TRAINEE PROGRAM. IF THE TRAINEE PROGRAM DOES NOT MENTION FRINGE BENEFITS, TRAINEES SHALL BE PAID THE FULL AMOUNT OF FRINGE BENEFITS LISTED IN THE WAGE DETERMINATION UNLESS THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION DETERMINES THAT THERE IS AN APPRENTICESHIP PROGRAM ASSOCIATED WITH THE CORRESPONDING JOURNEYMAN WAGE RATE IN THE WAGE DETERMINATION WHICH PROVIDES FOR LESS THAN FULL FRINGE BENEFITS FOR APPRENTICES. ANY EMPLOYEE LISTED ON THE PAYROLL AT A TRAINEE RATE WHO IS NOT REGISTERED AND PARTICIPATING IN A TRAINING PLAN APPROVED BY THE EMPLOYMENT AND TRAINING ADMINISTRATION SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE IN THE WAGE DETERMINATION FOR THE CLASSIFICATION OF WORK ACTUALLY PERFORMED. IN ADDITION, ANY TRAINEE PERFORMING WORK ON THE JOB SITE IN EXCESS OF THE RATIO PERMITTED UNDER THE REGISTERED PROGRAM SHALL BE PAID NOT LESS THAN THE APPLICABLE WAGE RATE IN THE WAGE DETERMINATION FOR THE WORK ACTUALLY PERFORMED. IN THE EVENT THE EMPLOYMENT AND TRAINING ADMINISTRATION WITHDRAWS APPROVAL OF A TRAINING PROGRAM, THE CONTRACTOR WILL NO LONGER BE PERMITTED TO UTILIZE TRAINEES AT LESS THAN THE APPLICABLE PREDETERMINED RATE FOR THE WORK PERFORMED UNTIL AN ACCEPTABLE PROGRAM IS APPROVED.

(C) EQUAL EMPLOYMENT OPPORTUNITY. THE UTILIZATION OF APPRENTICES, TRAINEES, AND JOURNEYMEN UNDER THIS CLAUSE SHALL BE IN CONFORMITY WITH THE EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS OF EXECUTIVE ORDER 11246, AS AMENDED, AND 29 CFR PART 30.

(6) 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF 29 CFR PART 3, WHICH ARE HEREBY INCORPORATED BY REFERENCE IN THIS CONTRACT.

(7) 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)

(A) THE CONTRACTOR OR SUBCONTRACTOR SHALL INSERT IN ANY SUBCONTRACTS THE CLAUSES ENTITLED **DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION, APPRENTICES AND TRAINEES, PAYROLLS AND BASIC RECORDS, COMPLIANCE WITH COPELAND ACT REQUIREMENTS, WITHHOLDING OF FUNDS, SUBCONTRACTS (LABOR STANDARDS), CONTRACT TERMINATION—DEBARMENT, DISPUTES CONCERNING LABOR STANDARDS, COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS, AND CERTIFICATION OF ELIGIBILITY**, AND SUCH OTHER CLAUSES AS THE CONTRACTING OFFICER MAY, BY APPROPRIATE INSTRUCTIONS, REQUIRE, AND ALSO A CLAUSE REQUIRING SUBCONTRACTORS TO INCLUDE THESE CLAUSES IN ANY LOWER TIER SUBCONTRACTS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE BY ANY SUBCONTRACTOR OR LOWER TIER SUBCONTRACTOR WITH ALL THE CONTRACT CLAUSES CITED IN THIS PARAGRAPH.

(B) (1) WITHIN 14 DAYS AFTER AWARD OF THE CONTRACT, THE CONTRACTOR SHALL DELIVER TO THE CONTRACTING OFFICER A COMPLETED STATEMENT AND ACKNOWLEDGMENT FORM (SF 1413) FOR EACH SUBCONTRACT, INCLUDING THE SUBCONTRACTOR'S SIGNED AND DATED ACKNOWLEDGMENT THAT THE CLAUSES SET FORTH IN PARAGRAPH (A) OF THIS CLAUSE HAVE BEEN INCLUDED IN THE SUBCONTRACT.

(2) WITHIN 14 DAYS AFTER THE AWARD OF ANY SUBSEQUENTLY AWARDED SUBCONTRACT THE CONTRACTOR SHALL DELIVER TO THE CONTRACTING OFFICER AN UPDATED COMPLETED SF 1413 FOR SUCH ADDITIONAL SUBCONTRACT.

(8) 52.222-12 CONTRACT TERMINATION—DEBARMENT (FEB 1988)

A BREACH OF THE CONTRACT CLAUSES ENTITLED **DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION, APPRENTICES AND TRAINEES, PAYROLLS AND BASIC RECORDS, COMPLIANCE WITH COPELAND ACT REQUIREMENTS, SUBCONTRACTS (LABOR**

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**STANDARDS), COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS, OR CERTIFICATION OF ELIGIBILITY MAY BE GROUNDS FOR TERMINATION OF THE CONTRACT, AND FOR DEBARMENT AS A CONTRACTOR AND SUBCONTRACTOR AS PROVIDED IN 29 CFR 5.12.**

(9) 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

ALL RULINGS AND INTERPRETATIONS OF THE DAVIS-BACON AND RELATED ACTS CONTAINED IN 29 CFR PARTS 1, 3, AND 5 ARE HEREBY INCORPORATED BY REFERENCE IN THIS CONTRACT.

(10) 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

THE UNITED STATES DEPARTMENT OF LABOR HAS SET FORTH IN 29 CFR PARTS 5, 6, AND 7 PROCEDURES FOR RESOLVING DISPUTES CONCERNING LABOR STANDARDS REQUIREMENTS. SUCH DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH THOSE PROCEDURES AND NOT THE DISPUTES CLAUSE OF THIS CONTRACT. DISPUTES WITHIN THE MEANING OF THIS CLAUSE INCLUDE DISPUTES BETWEEN THE CONTRACTOR (OR ANY OF ITS SUBCONTRACTORS) AND THE CONTRACTING AGENCY, THE U.S. DEPARTMENT OF LABOR, OR THE EMPLOYEES OR THEIR REPRESENTATIVES.

(11) 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(A) BY ENTERING INTO THIS CONTRACT, THE CONTRACTOR CERTIFIES THAT NEITHER IT (NOR HE OR SHE) NOR ANY PERSON OR FIRM WHO HAS AN INTEREST IN THE CONTRACTOR'S FIRM IS A PERSON OR FIRM INELIGIBLE TO BE AWARDED GOVERNMENT CONTRACTS BY VIRTUE OF SECTION 3(A) OF THE DAVIS-BACON ACT OR 29 CFR 5.12(A)(1).

(B) NO PART OF THIS CONTRACT SHALL BE SUBCONTRACTED TO ANY PERSON OR FIRM INELIGIBLE FOR AWARD OF A GOVERNMENT CONTRACT BY VIRTUE OF SECTION 3(A) OF THE DAVIS-BACON ACT OR 29 CFR 5.12(A)(1).

(C) THE PENALTY FOR MAKING FALSE STATEMENTS IS PRESCRIBED IN THE U.S. CRIMINAL CODE, 18 U.S.C. 1001.

(12) ATTACHMENT 1 ENTITLED WAGE RATES ARE THE WAGE RATES FOR THIS PROJECT.

**3.7 CONSTRUCTION DELAYS**

SHOULD THE GOVERNMENT OR THE LESSOR REQUIRE AND/OR CAUSE A DELAY IN THE CONSTRUCTION OF THE LEASED SPACE OR ITS APPURTENANCES, A SETTLEMENT OF THE DELAY MAY BE ASSESSED. IF THE LESSOR CREATES A DELAY IN THE LAYOUT OR CONSTRUCTION OF THE SPACE, THE GOVERNMENT SHALL SERVE THE LESSOR WITH WRITTEN NOTICE WITHIN 5 WORKING DAYS OF THE COMMENCEMENT OF THE DELAY. A "LESSOR DELAY" SHALL BE ASSESSED BY THE GOVERNMENT RECEIVING, EQUAL TO THE NUMBER OF DAYS DELAY, DAYS OF FREE RENT AFTER OCCUPANCY OF THE SPACE. IF THE GOVERNMENT CREATES A DELAY IN THE LAYOUT OR CONSTRUCTION OF THE SPACE, THE LESSOR SHALL SERVE THE GOVERNMENT WITH WRITTEN NOTICE WITHIN 5 WORKING DAYS OF THE COMMENCEMENT OF THE DELAY. A "GOVERNMENT DELAY" SHALL BE ASSESSED BY THE LESSOR RECEIVING, EQUAL TO THE NUMBER OF DAYS DELAY, RENTAL PAYMENT BEFORE THE GOVERNMENT OCCUPANCY OF THE SPACE. DELAY CAUSED BY EITHER PARTY MAY BE OFFSET BY EARLY COMPLETION OF THE RESPONSIBILITIES OF EITHER PARTY OR BY AN OFFSET OF DELAYS CAUSED BY BOTH PARTIES. THE SETTLEMENT OF THIS DELAY WILL OCCUR AFTER GOVERNMENT OCCUPANCY OF THE SPACE.

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## **SECTION 4 - GENERAL ARCHITECTURAL**

### **4.1 BUILDING SYSTEMS CERTIFICATION**

WHENEVER REQUESTED, THE LESSOR SHALL FURNISH AT NO COST TO THE GOVERNMENT A CERTIFICATION BY REGISTERED PROFESSIONAL ENGINEER(S) THAT THE BUILDING AND ITS SYSTEMS AS DESIGNED AND CONSTRUCTED WILL SATISFY THE REQUIREMENTS OF THIS LEASE.

### **4.2 FLOORS AND FLOOR LOAD**

ALL ADJOINING FLOOR AREAS MUST BE OF A COMMON LEVEL, NON-SLIP, AND ACCEPTABLE TO THE CONTRACTING OFFICER. UNDER-FLOOR SURFACES MUST BE SMOOTH AND LEVEL.

### **4.3 HANDICAPPED ACCESSIBILITY**

BUILDINGS TO BE CONSTRUCTED FOR LEASE TO THE GOVERNMENT MUST FULLY MEET THE REQUIREMENTS OF THE UNIFORM FEDERAL ACCESSIBILITY STANDARDS (UFAS) (49 CFR 31528 AUGUST 7, 1984), OR AMERICAN DISABILITIES ACT (ADA), WHICHEVER IS MORE STRINGENT IN PARTICULAR ISSUES.

### **4.4 LANDSCAPING**

THE OFFERED BUILDINGS SHALL PROVIDE LANDSCAPED AREAS WITH GROUND COVERS, SHRUBS, AND TREES AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS AND AMENDMENTS. MANUAL MEASURES SHALL BE USED AS NECESSARY TO ENSURE PROPER ESTABLISHMENT OF ANY TREES OR SHRUBS ADDED PER THE AMENDMENT. LANDSCAPED AREAS SHALL BE MAINTAINED THROUGHOUT THE YEAR ACCORDING TO ACCEPTED INDUSTRY STANDARDS AS SET FORTH BY THE ASSOCIATED LANDSCAPE CONTRACTORS OF AMERICA (ALCA). MAINTENANCE INCLUDES, BUT IS NOT LIMITED TO: MOWING, WEEDING, FERTILIZING, PRUNING, SUPPLEMENTAL WATERING, AND APPLICATIONS OF NECESSARY HERBICIDES, FUNGICIDES, AND PESTICIDES. IN ADDITION, ALL LANDSCAPED AREAS SHALL BE KEPT FREE OF LITTER (I.E., SEASONAL DEBRIS, TRASH, ETC.). ANY DEAD OR DYING PLANT MATERIAL SHALL BE REPLACED PROMPTLY WITH PLANTS OF A SIZE AND VARIETY APPROVED BY THE CONTRACTING OFFICER. LOW WATER USAGE VEGETATION IS PREFERRED.

### **4.5 COMPLIANCE WITH BUILDING CODES, ZONING CODES, AND STATUTES.**

A. THE OFFERED BUILDING SHALL BE DESIGNED AND CONSTRUCTED IN FULL COMPLIANCE WITH THE FOLLOWING:

1. THE MOST CURRENT EDITION OF THE LOCAL BUILDING CODES.
2. THE LATEST VERSION OF THE AMERICANS WITH DISABILITIES ACT DESIGN GUIDELINES AND THE UNIFORM FEDERAL ACCESSIBILITY STANDARD, WHICHEVER IS MORE STRINGENT.
3. ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS.
4. THE CURRENT VERSION OF THE COLORADO STATE UNIVERSITY BUILDING CONSTRUCTION STANDARDS MANUAL.

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## SECTION 5 - ARCHITECTURAL FINISHES

### 5.1 LAYOUT AND FINISHES

A VARIETY OF COLOR SAMPLES ACCEPTABLE TO THE CONTRACTING OFFICER ARE REQUIRED FOR ALL GOVERNMENT FINISHES. SAMPLES MUST BE PROVIDED BY THE LESSOR WITHIN TEN (10) DAYS OF THE REQUEST FOR SUCH BY THE CONTRACTING OFFICER. THE GOVERNMENT SHALL DELIVER APPROVED FINISH SELECTIONS TO THE LESSOR WITHIN 30 WORKING DAYS AFTER RECEIPT OF SAMPLES.

A MANUFACTURERS FULL LINE OF COLOR SAMPLES ARE REQUIRED FOR ALL FINISHES INCLUDING PAINT, BLINDS, VINYL FLOOR COVERING, VINYL BASE COVE, ETC.

THE OFFEROR SHOULD PLAN ON THE GOVERNMENT SELECTING FIVE (5) DIFFERENT COLORS FOR ALL FINISHES. NO SUBSTITUTIONS MAY BE MADE BY THE OFFEROR AFTER SAMPLE SELECTION IS COMPLETED BY THE GOVERNMENT. IN ADDITION, THE OFFEROR SHOULD PLAN ON THE GOVERNMENT USING BORDERS IN SUITE AREAS AND CONFERENCE ROOM, OR WHEREVER SPECIFIED BY THE CONTRACTING OFFICER DURING LAYOUT.

**ALL RESTROOM AND COMMON AREA FINISH SELECTIONS MUST BE REVIEWED AND APPROVED BY THE CONTRACTING OFFICER.**

### 5.2 PAINTING

ALL PAINTED SURFACES, INCLUDING ANY PARTITIONING INSTALLED BY THE GOVERNMENT OR LESSOR AFTER GOVERNMENT OCCUPANCY, SHALL BE REPAINTED OUTSIDE OF NORMAL WORKING HOURS AT LESSOR EXPENSE (INCLUDING MOVING AND RETURNING FURNITURE, INCLUDING SYSTEMS FURNITURE) AT LEAST EVERY FIVE YEARS. PUBLIC AREAS, INCLUDING LOBBIES, TOILET ROOMS, STAIRWELLS, AND PUBLIC CORRIDORS, SHALL BE PAINTED AT LEAST EVERY THREE YEARS. THREE COATS WITH A TOTAL DRY FILM THICKNESS NOT LESS THAN 2.5 MILS. PRIMER: WHITE, INTERIOR, LATEX-BASED PRIMER. PAINT SHALL MEET THE SPECIFICATION SET FORTH IN THE SPECIFICATIONS OF THE CONSTRUCTION DOCUMENTS.

### 5.3 ACOUSTICAL REQUIREMENTS

#### AMBIENT NOISE CONTROL:

AMBIENT NOISE FROM MECHANICAL EQUIPMENT SHALL NOT EXCEED NOISE CRITERIA CURVE (NC) 35 IN ACCORDANCE WITH THE ASHRAE HANDBOOK IN OFFICES AND CONFERENCE ROOMS; NC 40 IN CORRIDORS, CAFETERIAS LOBBIES, AND TOILETS; NC 50 IN OTHER SPACES.

#### NOISE ISOLATION:

ROOMS SEPARATED FROM ADJACENT SPACES BY CEILING-HIGH PARTITIONS (NOT INCLUDING DOORS) SHALL NOT BE LESS THAN THE FOLLOWING NOISE ISOLATION CLASS (NIC) STANDARDS WHEN TESTED IN ACCORDANCE WITH ASTM E-336:

CONFERENCE ROOMS NIC-40

OFFICES: NIC-35

SEE SECTION 09500 OF THE SPECIFICATIONS OF THE CONSTRUCTION DOCUMENTS.

### 5.4 FLOOR COVERING AND PERIMETERS

#### TOILET AND SERVICE AREAS:

TERRAZZO, UNGLAZED CERAMIC TILE, AND/OR QUARRY TILE SHALL BE USED IN ALL TOILET AND SERVICE AREAS UNLESS ANOTHER COVERING IS APPROVED BY THE CONTRACTING OFFICER.

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RESILIENT FLOORING - REPLACEMENT:

THE FLOORING SHALL BE REPLACED BY THE LESSOR AT NO COST TO THE GOVERNMENT PRIOR TO OR DURING GOVERNMENT OCCUPANCY WHEN IT HAS:

CURLS, UPTURNED EDGES, OR OTHER NOTICEABLE VARIATIONS IN TEXTURE; OR

SAFETY HAZARDS DUE TO SPLITS, TEARS OR SEPARATIONS.

**5.5 DOORS**

THE GOVERNMENT MUST BE FURNISHED AT LEAST TWO MASTER KEYS AND TWO KEYS FOR EACH LOCK.

IF DOORS ARE REQUIRED BY CODE AT ELEVATOR LOBBIES OR ARE CORRIDOR FIRE DOORS, LESSOR IS TO PROVIDE DOORS WITH FIRE RATED MAGNETIC HOLD OPENERS AT LESSOR EXPENSE.

INITIAL DOOR IDENTIFICATION SHALL BE INSTALLED AT EACH OFFICE PERIMETER DOOR (INCLUDING ALL GARAGE/SHOP ROOMS, BULK CHEMICAL STORAGE FACILITY (BCSF) ROOMS WAREHOUSE ROOMS AND STORAGE COMPARTMENTS, INDOOR AVIARY ROOMS, ALL INDIVIDUAL CAGES WITHIN OUTDOOR PEN BUILDINGS INCLUDING THE FLIGHT PEN SUBDIVISIONS AND THE SUBDIVISIONS OF THE OBSERVATION AND EXERCISE ARENA) LEADING TO THE GOVERNMENT LEASED SPACE. THE TYPE OF DOOR IDENTIFICATION MUST BE APPROVED BY THE CONTRACTING OFFICER AND MEET THE REQUIREMENTS OF UFAS AND ADA. SAMPLES SHALL BE PROVIDED UPON REQUEST OF THE CONTRACTING OFFICER.

**5.6 TOILET ROOMS**

TOILET FACILITIES AS SPECIFIED IN THE DOCUMENTS SHALL BE PROVIDED AS INDICATED BY THE GOVERNMENT. THEY SHALL BE PLEASING IN APPEARANCE AND ACCEPTABLE TO THE CONTRACTING OFFICER. EACH TOILET ROOM SHALL HAVE SUFFICIENT WATER CLOSETS ENCLOSED WITH MODERN STALL PARTITIONS AND DOORS, URINALS (IN MEN'S ROOM), AND HOT (SET AT 105 DEGREES, IF PRACTICAL) AND COLD WATER. WATER CLOSETS AND URINALS SHALL NOT BE VISIBLE WHEN THE ENTRY DOOR IS OPEN, IF MORE THAN ONE WATER CLOSET IS PROVIDED. EACH MAIN TOILET ROOM SHALL CONTAIN:

EQUIPMENT:

A MIRROR ABOVE THE LAVATORY.

A TOILET PAPER DISPENSER IN EACH WATER CLOSET STALL, THAT WILL HOLD AT LEAST TWO ROLLS AND ALLOW EASY UNRESTRICTED DISPENSING.

A COAT HOOK ON INSIDE FACE OF DOOR TO EACH WATER CLOSET STALL AND ON SEVERAL WALL LOCATIONS BY LAVATORIES.

AT LEAST ONE MODERN PAPER TOWEL DISPENSER, SOAP DISPENSER AND WASTE RECEPTACLE FOR EVERY LAVATORIES.

CERAMIC TILE OR COMPARABLE WAINSCOT FROM THE FLOOR TO A MINIMUM HEIGHT OF 4' 6" ON ALL WALLS.

A COUNTER AREA AS WITH A MIRROR ABOVE AND A GROUND FAULT INTERRUPT TYPE CONVENIENCE OUTLET LOCATED ADJACENT TO THE COUNTER AREA. CONVENIENCE OUTLETS MAY NOT BE SHOWN ON THE DRAWINGS BUT ARE THE RESPONSIBILITY OF THE LESSOR TO INCLUDE.

A CONVENIENCE SHELF TO MATCH COUNTER TOP SURFACES OF APPROXIMATELY 12" BY 24" SHALL BE PROVIDED.

A DISPOSABLE TOILET SEAT DISPENSER IN EACH WATER CLOSET STALL.

HANDICAPPED:

ACCESSIBLE TOILET ROOMS SHALL MEET THE REQUIREMENTS OF UFAS AND ADA, WHICH EVER IS MORE STRINGENT.

**SECTION 6 - MECHANICAL, ELECTRICAL, PLUMBING**

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#### 6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

THE LESSOR SHALL PROVIDE OPERATE AND MAINTAIN ALL BUILDING EQUIPMENT AND SYSTEMS IN ACCORDANCE WITH APPLICABLE TECHNICAL PUBLICATIONS, MANUALS, AND MANUFACTURERS RECOMMENDED PROCEDURES. MAINS, LINES, AND METERS FOR UTILITIES SHALL BE PROVIDED BY THE LESSOR. EXPOSED DUCTS, PIPING, AND CONDUITS ARE NOT PERMITTED IN OFFICE SPACE.

SEE DIVISIONS 15 AND 16 OF THE SPECIFICATIONS OF THE CONSTRUCTION DOCUMENTS.

#### 6.2 HEATING & AIR CONDITIONING -

(A) A TEMPERATURE RANGE OF 68 TO 72 DEGREES FAHRENHEIT SHOULD BE MAINTAINED DURING THE HEATING SEASON; AND A TEMPERATURE RANGE OF 72 - 75 DEGREES FAHRENHEIT SHALL BE MAINTAINED IN THE COOLING SEASON FOR THE FOLLOWING AREAS: 1. IN THE SHOP BUILDING 01 CORRIDOR AND 02 OFFICE AND THE TOILET ROOM(S) AND THE SHOWER ROOMS. 2. IN THE WAREHOUSE - THE ARCHIVE STORAGE ROOM AND TOILET ROOM. 3. THE ENTIRE INDOOR AVIARY. ADDITIONALLY, IN THE SHOP AND WAREHOUSE THERE ARE SPACES THAT ARE COOLED BY EXHAUST FANS ONLY. THERMOSTATS ON THE EXHAUST FANS SHALL GO TO FULL CAPACITY WHEN THE INTERNAL SPACE TEMPERATURES ARE AT 75 DEGREES FAHRENHEIT IN THE SHOPS AND 80 DEGREES FAHRENHEIT IN THE STORAGE AREAS AND WAREHOUSE. THE BULK CHEMICAL STORAGE BUILDING SHALL BE MAINTAINED BETWEEN 55 DEGREES AND 80 DEGREES FAHRENHEIT YEAR ROUND. THE TEMPERATURE ON THE INDOOR AVIARY MUST BE UNDER THE TENANTS CONTROL. TEMPERATURE LEVELS AND OPERATING PRACTICES SHALL MAXIMIZE TENANT SATISFACTION. THESE TEMPERATURES MUST BE MAINTAINED THROUGHOUT THE LEASED PREMISES AND SERVICE AREAS, REGARDLESS OF OUTSIDE TEMPERATURES, DURING THE HOURS OF OPERATION SPECIFIED IN THE LEASE.

(B) DURING NON-WORKING HOURS, HEATING TEMPERATURES FOR OFFICE AREAS SHALL BE SET NO HIGHER THAN 55 DEGREES FAHRENHEIT AND AIR CONDITIONING WILL NOT BE PROVIDED EXCEPT AS NECESSARY TO RETURN SPACE TEMPERATURES TO A SUITABLE LEVEL FOR THE BEGINNING OF WORKING HOURS. THE INDOOR AVIARY BUILDING AND THE ARCHIVE ROOM IN THE WAREHOUSE SHALL MEET THE NEGOTIATED TEMPERATURE RANGES 24 HOURS A DAY, 365 DAYS A YEAR OR AS DETERMINED NECESSARY BY THE GOVERNMENT WITH NO ADDITIONAL PAYMENT.

(C) AREAS HAVING EXCESSIVE HEAT GAIN OR HEAT LOSS, OR AFFECTED BY SOLAR RADIATION AT DIFFERENT TIMES OF THE DAY SHALL BE INDEPENDENTLY CONTROLLED.

#### 6.3 VENTILATION

(A) DURING WORKING HOURS IN PERIODS OF HEATING AND COOLING, VENTILATION SHALL BE PROVIDED IN ACCORDANCE WITH ASHRAE STANDARD 62, VENTILATION FOR ACCEPTABLE INDOOR AIR QUALITY.

#### 6.4 ELECTRICAL: GENERAL

MAIN SERVICE FACILITIES MAY NOT BE USED FOR STORAGE OR OTHER PURPOSES. ALL PANELS AND BREAKERS MUST BE FULLY IDENTIFIED."

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#### 6.6 LIGHTING: INTERIOR

MODERN LOW BRIGHTNESS, TYPE 2' X 4' OR 2' X 2' FLUORESCENT FIXTURES WITH ELECTRONIC BALLASTS AND T8 TUBES SHALL BE PROVIDED UNLESS OTHERWISE SPECIFIED. SUCH FIXTURES SHALL BE CAPABLE OF PRODUCING AND MAINTAINING A UNIFORM LIGHTING LEVEL OF 50 FOOT-CANDLES AT WORKING SURFACE HEIGHT THROUGHOUT THE OFFICE SPACE. LIGHTING LEVELS OF 40 FOOT-CANDLES AT WORKING SURFACE HEIGHT IS REQUIRED IN THE CORRIDORS, RESTROOMS, AND STORAGE AREAS. THE MAINTENANCE SHOP AND THE GARAGE BAYS SHALL ALSO HMAINTAIN A UNIFORM LIGHTING LEVEL OF 50 FOOTCANDLES). A LIGHTING LEVEL OF AT LEAST 20 FOOT-CANDLES AT FOOT LEVEL SHOULD BE MAINTAINED IN CORRIDORS PROVIDING INGRESS TO THE GOVERNMENT LEASED SPACE. 1 TO 10 FOOT-CANDLES OR MINIMUM LEVELS SUFFICIENT TO ENSURE SAFETY SHOULD BE MAINTAINED IN OTHER NON-WORKING AREAS. WHEN THE SPACE IS NOT IN USE BY THE GOVERNMENT, INTERIOR AND EXTERIOR LIGHTING, EXCEPT THAT ESSENTIAL FOR SAFETY AND SECURITY PURPOSES, SHALL BE TURNED OFF.

THE PROPOSED LIGHTING PLAN IS THE GOVERNMENTS ESTIMATE TO MEET THE REQUIRED LIGHTING LEVELS. THE LESSOR IS RESPONSIBLE FOR ASSURING COMPLIANCE WITH THE SPECIFICATIONS.

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## SECTION 7 - BUILDOUT/OCCUPANCY

### 7.1 LIQUIDATED DAMAGES GSAR 552.270-22 (6/85)

IN CASE OF FAILURE ON THE PART OF THE LESSOR TO COMPLETE THE WORK WITHIN THE TIME STATED IN THE LEASE CONTRACT OR LETTER OF AWARD, THE LESSOR SHALL PAY THE GOVERNMENT LIQUIDATED DAMAGES IN THE AMOUNT OF \$2,400 FOR EACH AND EVERY CALENDAR DAY BEYOND THE SPECIFIED DELIVERY DATE. THIS REMEDY IS NOT EXCLUSIVE AND IS IN ADDITION TO ANY OTHER REMEDIES WHICH MAY BE AVAILABLE UNDER THIS LEASE OR AT LAW.

### 7.2 PUNCHLIST DEDUCTION

A FINAL INSPECTION WILL BE CONDUCTED PRIOR TO OCCUPANCY OF THE SPACE. A CERTIFICATE OF OCCUPANCY MUST BE PROVIDED PRIOR TO OR DURING THE FINAL INSPECTION, HOWEVER, GOVERNMENT ACCEPTANCE OF THE SPACE IS AN INDEPENDENT DETERMINATION. A PUNCHLIST DEDUCTION FOR INCOMPLETE/UNACCEPTABLE ITEMS WILL BE ESTABLISHED BY THE CONTRACTING OFFICER. THE DEDUCTION WILL BE TAKEN FROM THE ANNUAL RENTAL UNTIL THE ITEMS ARE COMPLETED AND ACCEPTED BY THE GOVERNMENT. THESE DEDUCTIONS ARE NOT REFUNDABLE.

### 7.3 INITIAL ALTERATIONS/CONSTRUCTION

IN THE EVENT OF FAILURE BY THE LESSOR TO PROVIDE THE REQUIRED ALTERATIONS/CONSTRUCTION BY THE SPECIFIED TIME PERIODS, THE GOVERNMENT MAY CONTRACT OR OTHERWISE PROVIDE THESE ITEMS/ALTERATIONS. ANY COSTS INCURRED BY THE GOVERNMENT THAT ARE RELATED TO THESE PROVISIONS WILL BE CHARGED TO THE LESSOR. THE COSTS WILL BE DEDUCTED FROM THE RENTAL PAYMENTS.

### 7.4 LEASE RECORDING

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL OFFEROR (LESSOR) TO RECORD ON THE PUBLIC RECORD IN THE COURTHOUSE OF THE COUNTY IN WHICH THE LEASED PREMISES ARE LOCATED, THE STANDARD FORM 2 (SF-2) PORTION OF THE LEASE. TO ASSIST IN THIS REQUIREMENT, A THIRD COPY OF THE SF-2, WHICH HAS BEEN EXECUTED BY BOTH PARTIES, WILL BE RETURNED TO THE LESSOR FOR SUCH PURPOSES. PROOF OF SUCH RECORDING MUST BE FURNISHED TO THE CONTRACTING OFFICER WITHIN THIRTY DAYS AFTER AWARD. ANY EXPENSE ASSOCIATED WITH THE LEASE RECORDING WILL BE ASSUMED BY THE LESSOR.

### 7.5 FLOOR PLANS AFTER OCCUPANCY

WITHIN THIRTY (30) DAYS AFTER OCCUPANCY, ONE-EIGHT INCH AS-BUILT REPRODUCIBLE CONSTRUCTION DOCUMENTS AND 4 SETS OF FULL SIZE AND 4 SETS OF HALF SIZE FLOOR PLANS. ADDITIONALLY, PROVIDE CD ROM OR DISKETTE(S) WITH COMPILED .DWG FILES SHOWING FULL ARCHITECTURAL/CONSTRUCTION DOCUMENTS AND LAYERING SCHEDULE SHALL BE PROVIDED TO THE CONTRACTING OFFICER. THE DRAWINGS MUST FOLLOW AIA LAYERING PROGRAM. THE .DWG FILE(S) SHALL BE FORMATTED IN AUTOCAD VERSION 12 AND BE COMPATIBLE WITH COMPUTER AIDED PLANNING'S CADVANCE SOFTWARE. THE DRAWING MUST FOLLOW AIA LAYERING PROGRAM. IT SHALL BE LABELED WITH BUILDING NAME, ADDRESS, LIST OF DRAWING(S), LIST OF LEVELS, DATE, AND LESSOR'S ARCHITECT AND PHONE NUMBER. THE DIGITAL DATA SHALL BE DELIVERED ON 3.5" DOUBLE SIDED, HIGH DENSITY DISKETTE(S) OR CD ROMS. A DEMONSTRATION OF THE DISK MAY BE REQUESTED BY THE CONTRACTING OFFICER ON GOVERNMENT EQUIPMENT USING THE LESSOR'S OPERATOR. IF THE FILE IS TOO LARGE TO FIT ON ONE DISK, THE FILE SHALL BE CONDENSED BY USING PKZIP. IF PKZIP IS USED, A COPY OF THE PKZIP AND PKUNZIP SHALL BE PROVIDED ON THE DISKETTE TO THE CONTRACTING OFFICER WITH THE DRAWING FILES. ADDITIONALLY, THE MASTER PLAN AND SITE SURVEY DOCUMENTS MUST BE UPDATED AND PROVIDED IN A SIMILAR AS-BUILT FORMAT, INCLUDING 4 FULL SIZE AND 4 HALF SIZE SETS OF THE FULL DRAWINGS.

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## SECTION 8 - LONG TERM OCCUPANCY REQUIREMENTS

### 8.1 ALTERATIONS \$25,000 OR LESS

(A) THE UNIT PRICES WHICH THE OFFEROR IS REQUIRED TO PROVIDE WILL BE USED, UPON ACCEPTANCE BY THE GOVERNMENT, DURING THE FIRST YEAR OF OCCUPANCY FOR ALTERATIONS COSTING \$25,000 OR LESS. AFTER THE FIRST YEAR OF OCCUPANCY AND UPON MUTUAL AGREEMENT OF THE LESSOR AND GOVERNMENT, THESE PRICES MAY BE RENEGOTIATED IN ORDER TO APPLY TO MORE CURRENT COSTS.

(B) WHERE UNIT PRICES FOR ALTERATIONS ARE NOT AVAILABLE, THE LESSOR MAY BE REQUESTED TO PROVIDE A PRICE PROPOSAL FOR THE ALTERATIONS. REQUESTS FOR ALTERATIONS WILL BE PLACED BY AN ISSUANCE OF A GSA FORM 276, SUPPLEMENTAL LEASE AGREEMENT, A GSA FORM 300, ORDER FOR SUPPLIES OR SERVICES, OR A TENANT AGENCY APPROVED FORM. THE CLAUSES ENTITLED "GSAR 552.232-71 PROMPT PAYMENT (APRIL 1989)" AND "GSAR 552.232-72 INVOICE REQUIREMENTS (VARIATION) (APR 1989)" APPLY TO ALL REQUESTS FOR ALTERATIONS (SEE GSA FORM 3517). ALL ALTERATION REQUESTS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE.

(C) ALTERATION REQUESTS MAY BE PLACED BY THE CONTRACTING OFFICER, THE GSA BUILDINGS MANAGER OR TENANT AGENCY OFFICIALS, WITH AUTHORITY FROM THE CONTRACTING OFFICER. THE CONTRACTING OFFICER WILL PROVIDE THE LESSOR WITH A LIST OF AGENCY OFFICIALS AUTHORIZED TO PLACE ALTERATION REQUESTS AND WILL SPECIFY ANY LIMITATIONS ON THEIR AUTHORITY. THE TENANT AGENCY OFFICIALS ARE NOT AUTHORIZED TO DEAL WITH THE LESSOR ON ANY OTHER MATTERS.

(D) PAYMENTS FOR ALTERATIONS ORDERED BY THE TENANT AGENCY OFFICIAL WILL BE MADE DIRECTLY BY THE AGENCY PLACING THE ORDER.

### 8.2 TAX ADJUSTMENT GSAR 552.270-24 (6/85)

- (A) REAL ESTATE TAXES, AS REFERRED TO IN THIS CLAUSE, ARE ONLY THOSE TAXES WHICH ARE ASSESSED AGAINST THE BUILDING AND/OR THE LAND UPON WHICH THE BUILDING IS LOCATED, WITHOUT REGARD TO BENEFIT TO THE PROPERTY, FOR THE PURPOSE OF FUNDING GENERAL GOVERNMENT SERVICES. REAL ESTATE TAXES SHALL NOT INCLUDE, WITHOUT LIMITATION, GENERAL AND/OR SPECIAL ASSESSMENTS, BUSINESS IMPROVEMENT DISTRICT ASSESSMENTS, OR ANY OTHER PRESENT OR FUTURE TAXES OR GOVERNMENTAL CHARGES THAT ARE IMPOSED UPON LESSOR OR ASSESSED AGAINST THE BUILDING AND/OR THE LAND UPON WHICH THE BUILDING IS LOCATED.
- (B) BASE YEAR TAXES AS REFERRED TO IN THIS CLAUSE ARE THE REAL ESTATE TAXES FOR THE FIRST TWELVE (12) MONTH PERIOD COINCIDENT WITH FULL ASSESSMENT, OR MAY BE AN AMOUNT NEGOTIATED BY THE PARTIES THAT REFLECTS AN AGREED UPON BASE FOR A FULLY ASSESSED VALUE OF THE PROPERTY.
- (C) THE TERM "FULL ASSESSMENT" AS REFERRED TO IN THIS CLAUSE MEANS THAT THE TAXING JURISDICTION HAS CONSIDERED ALL CONTEMPLATED IMPROVEMENTS TO THE ASSESSED PROPERTY IN THE VALUATION OF THE SAME. PARTIAL ASSESSMENTS FOR NEWLY CONSTRUCTED PROJECTS OR FOR PROJECTS UNDER CONSTRUCTION, CONVERSION, OR RENOVATION WILL NOT BE USED FOR ESTABLISHING THE GOVERNMENT'S BASE YEAR FOR TAXES.
- (D) THE LESSOR SHALL FURNISH THE CONTRACTING OFFICER WITH COPIES OF ALL NOTICES WHICH MAY AFFECT THE VALUATION OF SAID LAND AND BUILDINGS FOR REAL ESTATE TAXES THEREON, AS WELL AS ALL NOTICES OF A TAX CREDIT, ALL TAX BILLS AND ALL PAID TAX RECEIPTS, OR WHERE TAX RECEIPTS ARE NOT GIVEN, OTHER SIMILAR EVIDENCE OF PAYMENT ACCEPTABLE TO THE CONTRACTING OFFICER (HEREINAFTER, EVIDENCE OF PAYMENT), AND A PROPER INVOICE (AS DESCRIBED IN THE PROMPT PAYMENT CLAUSE OF THIS LEASE, GSAR 552.232-71) OF THE TAX ADJUSTMENT INCLUDING THE CALCULATION THEREOF, FOR EACH YEAR THAT REAL ESTATE TAXES ARE INCURRED DURING THE LEASE TERM OR ANY EXTENSION THEREOF. ALL SUCH DOCUMENTS ARE DUE WITHIN TEN (10) CALENDAR DAYS OF RECEIPT EXCEPT THAT THE PROPER INVOICE AND EVIDENCE OF PAYMENT SHALL BE SUBMITTED WITHIN SIXTY (60) CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY. **FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL BE A WAIVER OF THE RIGHT TO RECEIVE PAYMENT RESULTING FROM AN INCREASED TAX ADJUSTMENT UNDER THIS CLAUSE.**

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(E) THE GOVERNMENT SHALL MAKE A SINGLE ANNUAL LUMP SUM PAYMENT TO THE LESSOR FOR ITS SHARE OF ANY INCREASE IN REAL ESTATE TAXES DURING THE LEASE TERM OVER THE AMOUNT ESTABLISHED AS THE BASE YEAR TAXES, OR RECEIVE A RENTAL CREDIT OR LUMP SUM PAYMENT FOR ITS SHARE OF ANY DECREASES IN REAL ESTATE TAXES DURING THE LEASE TERM BELOW THE AMOUNT ESTABLISHED AS THE BASE YEAR TAXES. THE AMOUNT OF LUMP SUM PAYMENT OR RENTAL CREDIT SHALL BE BASED UPON EVIDENCE OF VALUATION AND PAYMENT SUBMITTED BY THE LESSOR TO THE CONTRACTING OFFICER IN ACCORDANCE WITH PARAGRAPH (D).

(II) IN THE EVENT OF AN INCREASE IN TAXES OVER THE BASE YEAR, THE LESSOR SHALL SUBMIT A PROPER INVOICE OF THE TAX ADJUSTMENT INCLUDING THE CALCULATION THEREOF TOGETHER WITH EVIDENCE OF PAYMENT TO THE CONTRACTING OFFICER. **THE GOVERNMENT SHALL BE RESPONSIBLE FOR PAYMENT OF ANY TAX INCREASE OVER THE BASE YEAR TAXES ONLY IF THE PROPER INVOICE AND EVIDENCE OF PAYMENT IS SUBMITTED BY THE LESSOR WITHIN SIXTY (60) CALENDAR DAYS AFTER THE DATE THE TAX PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY.** THE DUE DATE FOR MAKING PAYMENT SHALL BE THE THIRTIETH (30<sup>TH</sup>) CALENDAR DAY AFTER RECEIPT OF EVIDENCE OF PAYMENT BY THE CONTRACTING OFFICER OR THE THIRTIETH (30<sup>TH</sup>) CALENDAR DAY AFTER THE ANNIVERSARY DATE OF THE LEASE, WHICHEVER IS LATER. IF THE LEASE TERMINATES BEFORE THE END OF A TAX YEAR, PAYMENT FOR THE TAX INCREASE DUE AS A RESULT OF THIS SECTION FOR THE TAX YEAR WILL BE PRORATED BASED ON THE NUMBER OF DAYS THE GOVERNMENT OCCUPIED THE SPACE. NO INCREASE WILL BE PAID, DUE, OR OWING UNLESS ALL EVIDENCE OF VALUATION AND PAYMENT HAVE BEEN PREVIOUSLY SUBMITTED TO THE CONTRACTING OFFICER. THE GOVERNMENT'S PAYMENT FOR ITS SHARE OF REAL ESTATE TAXES SHALL NOT INCLUDE ANY LATE CHARGES, INTEREST, OR PENALTIES IMPOSED BY THE TAXING AUTHORITY AS A RESULT OF THE LESSOR'S DELINQUENCY IN PAYING SUCH TAXES OR CHARGES.

(iii) IN THE EVENT OF A DECREASE IN TAXES FROM THE BASE YEAR, OR IN THE EVENT OF ANY REFUND OR TAX DEDUCTION, THE LESSOR SHALL NOTIFY THE CONTRACTING OFFICER IN ACCORDANCE WITH PARAGRAPH (D) OF THIS CLAUSE. THE GOVERNMENT SHALL BE ENTITLED TO AND SHALL RECEIVE A CREDIT FOR THE PRORATA REDUCTION IN TAXES APPLICABLE TO THE PREMISES ENCUMBERED BY THIS LEASE, REGARDLESS OF WHETHER THE GOVERNMENT HAS MADE A TAX PAYMENT FOR THAT YEAR. THE GOVERNMENT'S SHARE OF THE CREDIT WILL BE DETERMINED IN ACCORDANCE WITH PARAGRAPH (F) OF THIS CLAUSE AND SHALL BE TAKEN AS A DEDUCTION FROM THE RENT. ANY CREDIT DUE THE GOVERNMENT AFTER THE EXPIRATION OR EARLIER TERMINATION OF THE LEASE (INCLUDING BUT NOT LIMITED TO CREDITS RESULTING FROM A DECREASE IN TAXES PURSUANT TO A TAX CREDIT DUE THE LESSOR; A REDUCTION IN THE TAX ASSESSMENT; OR A TAX APPEAL PROCEEDING FOR A YEAR OF THE LEASE, OR PORTION THEREOF) SHALL BE MADE BY A LUMP SUM PAYMENT TO THE GOVERNMENT OR AS A RENTAL CREDIT TO ANY SUCCEEDING LEASE AS DETERMINED BY THE CONTRACTING OFFICER. THE LESSOR SHALL REMIT ANY LUMP SUM PAYMENT TO THE GOVERNMENT WITHIN FIFTEEN (15) CALENDAR DAYS OF PAYMENT BY THE TAXING AUTHORITY TO THE LESSOR OR THE LESSOR'S DESIGNEE. IF THE CREDIT DUE TO THE GOVERNMENT IS NOT PAID BY THE DUE DATE, INTEREST SHALL ACCRUE ON THE LATE PAYMENT AT THE RATE ESTABLISHED BY THE SECRETARY OF THE TREASURY UNDER SECTION 12 OF THE CONTRACT DISPUTES ACT OF 1978 (41 U.S.C. 611) THAT IS IN EFFECT ON THE DAY AFTER THE DUE DATE. THE INTEREST PENALTY SHALL ACCRUE DAILY ON THE AMOUNT OF THE CREDIT AND BE COMPOUNDED IN THIRTY (30) DAY INCREMENTS INCLUSIVE FROM THE FIRST DAY AFTER THE DUE DATE THROUGH THE PAYMENT DATE. THE GOVERNMENT SHALL HAVE THE RIGHT TO PURSUE THE OUTSTANDING BALANCE OF ANY TAX CREDIT USING ALL SUCH COLLECTION METHODS AS ARE AVAILABLE TO THE UNITED STATES TO COLLECT DEBTS. SUCH COLLECTION RIGHTS SHALL SURVIVE THE EXPIRATION OF THIS LEASE.

(III) THE REQUIREMENTS STATED IN THIS PARAGRAPH ARE APPLICABLE TO EACH AND EVERY YEAR FOR WHICH THE LEASE IS IN EFFECT (OR PORTION THEREOF, DEPENDENT UPON THE EXPIRATION DATE OF THE LEASE). A PAID TAX RECEIPT OR OTHER PROOF OF TAX PAYMENT MUST BE SUBMITTED EACH YEAR. THE GOVERNMENT AND THE LESSOR ARE MUTUALLY OBLIGATED TO FULLY DISCLOSE TO THE OTHER PARTY THE AMOUNT OF DEBIT/CREDIT INCURRED EACH TAX ASSESSMENT YEAR. SHOULD THE LESSOR FAIL TO SUBMIT TAX RECEIPTS INDICATING GOVERNMENT CREDITS FOR PRECEDING YEARS AND SUBSEQUENTLY SUBMIT A TAX RECEIPT INDICATING PAYMENT IS DUE THE LESSOR, THE GOVERNMENT IS ENTITLED TO BE FURNISHED COPIES OF PAID TAX RECEIPTS AND PROCESS ALL ADJUSTMENTS FOR THE INTERVENING PERIOD OF TIME BETWEEN TAX RECEIPT SUBMISSIONS BY THE LESSOR. IF THE CREDIT DUE TO THE GOVERNMENT IS NOT PAID BY THE DUE DATE, INTEREST SHALL

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ACCUE ON THE LATE PAYMENT AT THE RATE ESTABLISHED BY THE SECRETARY OF THE TREASURY UNDER SECTION 12 OF THE CONTRACT DISPUTES ACT OF 1978 (41 U.S.C. 611) THAT IS IN EFFECT ON THE DAY AFTER THE DUE DATE. THE INTEREST PENALTY SHALL ACCUE DAILY ON THE AMOUNT OF THE CREDIT AND BE COMPOUNDED IN THIRTY (30) DAY INCREMENTS INCLUSIVE FROM THE FIRST DAY AFTER THE DUE DATE THROUGH THE PAYMENT DATE. THE GOVERNMENT SHALL HAVE THE RIGHT TO PURSUE THE OUTSTANDING BALANCE OF ANY TAX CREDIT USING ALL SUCH COLLECTION METHODS AS ARE AVAILABLE TO THE UNITED STATES TO COLLECT DEBTS. SUCH COLLECTION RIGHTS SHALL SURVIVE THE EXPIRATION OF THIS LEASE.

- (F) THE GOVERNMENT SHALL PAY ITS SHARE OF TAX INCREASES OR RECEIVE ITS SHARE OF ANY TAX DECREASE BASED ON THE RATIO OF THE RENTABLE SQUARE FEET OCCUPIED BY THE GOVERNMENT TO THE TOTAL RENTABLE SQUARE FEET IN THE BUILDING OR COMPLEX (PERCENTAGE OF OCCUPANCY). FOR THE PURPOSE OF THIS LEASE, THE GOVERNMENT'S PERCENTAGE OF OCCUPANCY AS OF THE DATE HEREOF IS \_\_\_\_%. THIS PERCENTAGE SHALL BE SUBJECT TO ADJUSTMENT TO TAKE INTO ACCOUNT ADDITIONS OR REDUCTIONS OF THE AMOUNT OF SPACE AS MAY BE CONTEMPLATED IN THIS LEASE OR AMENDMENTS HERETO. THE BLOCK AND LOT/PARCEL OR OTHER IDENTIFICATION NUMBERS FOR THE PROPERTY, BUILDING(S) AND PARKING AREAS(S) OCCUPIED UNDER THIS LEASE ARE \_\_\_\_\_.
- (g) THE GOVERNMENT MAY DIRECT THE LESSOR UPON REASONABLE NOTICE TO INITIATE A TAX APPEAL OR THE GOVERNMENT MAY DECIDE TO CONTEST THE TAX ASSESSMENT ON BEHALF OF THE GOVERNMENT AND THE LESSOR OR FOR THE GOVERNMENT ALONE. THE LESSOR SHALL FURNISH TO THE GOVERNMENT INFORMATION NECESSARY FOR APPEAL OF THE TAX ASSESSMENT IN ACCORDANCE WITH THE FILING REQUIREMENTS OF THE TAXING AUTHORITY. IF THE GOVERNMENT DECIDES TO CONTEST THE TAX ASSESSMENT ON ITS OWN BEHALF OR ON BEHALF OF THE GOVERNMENT AND THE LESSOR, THE LESSOR SHALL COOPERATE AND USE ALL REASONABLE EFFORTS INCLUDING BUT NOT LIMITED TO AFFIRMING THE ACCURACY OF THE DOCUMENTS, EXECUTING DOCUMENTS REQUIRED FOR ANY LEGAL PROCEEDING AND TAKING SUCH OTHER ACTIONS AS MAY BE REQUIRED. IF THE LESSOR INITIATES AN APPEAL ON BEHALF OF THE GOVERNMENT, THE GOVERNMENT AND THE LESSOR WILL ENTER INTO AN AGREEMENT TO ESTABLISH A METHOD FOR SHARING EXPENSES AND TAX SAVINGS.
- (h) FOR THE PURPOSES OF TAX APPEAL, THE FOLLOWING INFORMATION MUST BE PROVIDED DURING LEASE NEGOTIATIONS:
1. COUNTY/STATE IN WHICH PROPERTY TAX IS PAID \_\_\_\_\_.
  2. DATE TAX BILLS ARE ISSUED BY COUNTY \_\_\_\_\_.
  3. DATE TAX BILLS MUST BE PAID TO COUNTY \_\_\_\_\_.
  4. DATE PAID TAX RECEIPT MUST BE SUBMITTED TO THE GOVERNMENT FOR PRORATA ADJUSTMENT (60 CALENDAR DAYS FROM THE DATE PAYMENT IS DUE FROM THE LESSOR TO THE TAXING AUTHORITY) \_\_\_\_\_.
  5. LAST DATE OR TIMEFRAME IN WHICH TAX APPEALS MAY BE FILED IN COUNTY NOTED ABOVE \_\_\_\_\_.
  6. ADDRESS OF COUNTY TAX OFFICE FOR APPEAL \_\_\_\_\_.

### 8.3 OPERATING COSTS GSAR 552.270-23 (6/85)

(A) BEGINNING WITH THE SECOND YEAR OF THE LEASE AND EACH SUBSEQUENT YEAR, THE GOVERNMENT SHALL PAY ADJUSTED RENT FOR CHANGES IN COSTS FOR APPLICABLE SERVICES COSTS WHICH ARE LISTED ON GSA FORM 1217, LESSOR'S ANNUAL COSTS STATEMENT. THESE COSTS, WHEN NEGOTIATED AND AGREED UPON, WILL BE USED TO DETERMINE THE BASE RATE FOR OPERATING COSTS ADJUSTMENT.

(B) THE AMOUNT OF ADJUSTMENT WILL BE DETERMINED BY MULTIPLYING THE BASE RATE BY THE PERCENT OF CHANGE IN THE COST OF LIVING INDEX. THE PERCENT CHANGE WILL BE COMPUTED BY COMPARING THE INDEX FIGURE PUBLISHED FOR THE MONTH PRIOR TO THE LEASE COMMENCEMENT DATE WITH THE INDEX FIGURE PUBLISHED FOR THE MONTH WHICH BEGINS EACH SUCCESSIVE 12-MONTH PERIOD. FOR EXAMPLE, A LEASE WHICH COMMENCES IN JUNE OF 1993 WOULD USE THE INDEX PUBLISHED FOR MAY OF 1993 AND THAT FIGURE WOULD BE COMPARED WITH THE INDEX PUBLISHED FOR MAY OF 1994, MAY OF 1995, AND SO ON, IN ORDER TO DETERMINE THE PERCENT CHANGE. THE COST OF LIVING INDEX WILL BE MEASURED

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BY THE U.S. DEPARTMENT OF LABOR REVISED CONSUMER PRICE INDEX FOR WAGE EARNERS AND CLERICAL WORKERS, U.S. CITY AVERAGE, ALL ITEMS FIGURE, (1982-84 = 100) PUBLISHED BY THE BUREAU OF LABOR STATISTICS. PAYMENT WILL BE MADE WITH THE MONTHLY INSTALLMENT OF FIXED RENT. RENTAL ADJUSTMENTS WILL BE EFFECTIVE ON THE ANNIVERSARY DATE OF THE LEASE. PAYMENT OF THE ADJUSTED RENTAL RATE WILL BECOME DUE ON THE FIRST WORKDAY OF THE SECOND MONTH FOLLOWING THE PUBLICATION OF THE COST OF LIVING INDEX FOR THE MONTH PRIOR TO THE LEASE COMMENCEMENT DATE.

(C) IF THE GOVERNMENT EXERCISES AN OPTION TO EXTEND THE LEASE TERM AT THE SAME RATE AS THAT OF THE ORIGINAL TERM, THE OPTION PRICE WILL BE BASED ON THE ADJUSTMENT DURING THE ORIGINAL TERM AND ANNUAL ADJUSTMENTS WILL CONTINUE.

(D) IN THE EVENT OF ANY DECREASES IN THE COST OF LIVING INDEX DURING THE TERM OF OCCUPANCY, THE RENTAL AMOUNT WILL BE REDUCED ACCORDINGLY. THE REDUCTION AMOUNT WILL BE DETERMINED IN THE SAME MANNER AS INCREASES IN RENT PROVIDED UNDER THIS CLAUSE.

(E) THE OFFER MUST CLEARLY STATE WHETHER THE RENTAL IS FIRM THROUGHOUT THE TERM OF THE LEASE OR IF IT IS SUBJECT TO ANNUAL ADJUSTMENT OF OPERATING COSTS AS INDICATED ABOVE. IF THERE WILL BE AN OPERATING COSTS ADJUSTMENT, IT SHOULD BE SPECIFIED ON BLOCK 19 OF GSA FORM 1364, PROPOSAL TO LEASE SPACE OR DURING NEGOTIATIONS.

#### 8.4 ADJUSTMENT FOR VACANT PREMISES GSAR 552.270-25

IF THE GOVERNMENT FAILS TO OCCUPY ANY PORTION OF THE LEASED PREMISES OR VACATES THE PREMISES IN WHOLE OR IN PART PRIOR TO EXPIRATION OF THE FIRM TERM OF THE LEASE, THE RENTAL RATE SHALL BE REDUCED AS FOLLOWS:

THE RATE SHALL BE REDUCED BY THAT PORTION OF THE COSTS PER SQUARE FOOT OF OPERATING EXPENSES NOT REQUIRED TO MAINTAIN THE SPACE. THIS REDUCTION SHALL OCCUR AFTER THE GOVERNMENT GIVES 30 DAYS PRIOR WRITTEN NOTICE TO THE LESSOR, AND SHALL CONTINUE IN EFFECT UNTIL THE GOVERNMENT OCCUPIES THE PREMISES OR THE LEASE EXPIRES OR IS TERMINATED.

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## SECTION 9 - SERVICES, UTILITIES, MAINTENANCE

### 9.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

SERVICES AND MAINTENANCE SHALL BE PROVIDED BY THE LESSOR AS PART OF THE RENTAL CONSIDERATION. THE LESSOR MUST HAVE A BUILDING SUPERINTENDENT OR A DESIGNATED REPRESENTATIVE AVAILABLE TO PROMPTLY CORRECT DEFICIENCIES.

### 9.2 NORMAL HOURS

SERVICES, UTILITIES, AND MAINTENANCE WILL BE PROVIDED DAILY, EXTENDING FROM 6:00 A.M. - 5:00 P.M. EXCEPT SATURDAYS, SUNDAYS, AND FEDERAL HOLIDAYS.

### 9.3 OVERTIME USAGE

(A) THE GOVERNMENT SHALL HAVE ACCESS TO THE LEASED SPACE AT ALL TIMES, INCLUDING THE USE OF ELEVATORS, TOILETS, LIGHTS, SMALL BUSINESS MACHINES, AND INDIVIDUAL MICRO WORKSTATIONS (WITH PRINTERS) WITHOUT ADDITIONAL PAYMENT.

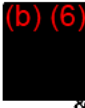

(B) IF HEATING OR COOLING IS REQUIRED ON AN OVERTIME BASIS, THESE SERVICES WILL BE ORDERED BY THE CONTRACTING OFFICER, CONTRACTING OFFICER'S REPRESENTATIVE OR GSA BUILDINGS MANAGER. WHEN ORDERED, SERVICES SHALL BE PROVIDED AT THE HOURLY RATE NEGOTIATED PRIOR TO AWARD. COSTS FOR PERSONAL SERVICES SHALL ONLY BE INCLUDED AS AUTHORIZED BY THE GOVERNMENT.

(C) WHEN THE COST OF SERVICE IS \$2,000 OR LESS, THE SERVICE MAY BE ORDERED ORALLY. AN INVOICE FOR CERTIFICATION AND PAYMENT SHALL BE SUBMITTED TO THE OFFICIAL PLACING THE ORDER. ORDERS FOR SERVICES THAT COST MORE THAN \$2,000 WILL BE PLACED IN WRITING. THE CLAUSES ENTITLED "GSAR 552.232-71 PROMPT PAYMENT (APR 1989)" AND "GSAR 552.232-72 INVOICE REQUIREMENTS (VARIATION) (APR 1989)" ON THE GSA FORM 3517, GENERAL CLAUSES, APPLY TO ALL ORDERS FOR OVERTIME SERVICES.

(D) ALL ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LEASE. IN THE EVENT OF A CONFLICT BETWEEN AN ORDER AND THIS LEASE, THE LEASE SHALL CONTROL.

(E) THE ENTIRE INDOOR AVIARY AND THE ARCHIVE ROOM IN THE WAREHOUSE REQUIRE TEMPERATURE RANGES TO BE MAINTAINED 24-HOURS PER DAY, 7 DAYS A WEEK, WITHOUT ADDITIONAL PAYMENT.

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#### 9.4 MAINTENANCE & TESTING OF SYSTEMS

THE LESSOR IS RESPONSIBLE FOR THE TOTAL MAINTENANCE AND REPAIR OF THE LEASED PREMISES IN ACCORDANCE WITH THE CLAUSE ENTITLED "552.270-12, MAINTENANCE OF PREMISES (JUNE 1985)" (SEE GSA FORM 3517). SUCH MAINTENANCE AND REPAIRS INCLUDE SITE AND PRIVATE ACCESS ROADS. ALL EQUIPMENT AND SYSTEMS SHALL BE MAINTAINED TO PROVIDE RELIABLE, ENERGY EFFICIENT SERVICE WITHOUT UNUSUAL INTERRUPTION, DISTURBING NOISES, EXPOSURE TO FIRE OR SAFETY HAZARDS, UNCOMFORTABLE DRAFTS, EXCESSIVE AIR VELOCITIES, OR UNUSUAL EMISSIONS OF DIRT. THE LESSOR'S MAINTENANCE RESPONSIBILITY INCLUDES INITIAL SUPPLY AND REPLACEMENT OF ALL SUPPLIES, MATERIALS, AND EQUIPMENT NECESSARY FOR SUCH MAINTENANCE. MAINTENANCE, TESTING, AND INSPECTION OF APPROPRIATE EQUIPMENT AND SYSTEMS MUST BE DONE IN ACCORDANCE WITH APPLICABLE CODES, AND INSPECTION CERTIFICATES MUST BE DISPLAYED AS APPROPRIATE. FAILURE TO COMPLY WITH THESE REQUIREMENTS SHALL BE HANDLED IN ACCORDANCE WITH THE CLAUSE ENTITLED "552.207-17 FAILURE IN PERFORMANCE" (SEE GSA FORM 3517). COPIES OF ALL RECORDS IN THIS REGARD SHALL BE FORWARDED TO THE GSA FIELD OFFICE MANAGER OR A DESIGNATED REPRESENTATIVE.

WITHOUT ANY ADDITIONAL CHARGE, THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THE LESSOR OR HIS REPRESENTATIVE TO TEST ONCE A YEAR, WITH PROPER NOTICE, SUCH SYSTEMS AS FIRE ALARM, SPRINKLER, EMERGENCY GENERATOR, ETC. TO ENSURE PROPER OPERATION. THESE TESTS SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CONTRACTING OFFICER.

#### 9.5 MAINTENANCE OF STRUCTURE

THE LESSOR SHALL PROVIDE THE LABOR, MATERIAL, AND SUPERVISION TO ADEQUATELY MAINTAIN THE STRUCTURE, THE ROOF, THE EXTERIOR WALLS, WINDOWS, DOORS, AND ANY OTHER NECESSARY BUILDING APPURTENANCES TO PROVIDE WATERTIGHT INTEGRITY, STRUCTURAL SOUNDNESS, AND ACCEPTABLE APPEARANCE. ADDITIONALLY, THE FENCING/CAGES SHALL ALSO BE MAINTAINED BY THE LESSOR.

#### 9.6 SECURITY

THE LESSOR SHALL PROVIDE A LEVEL OF SECURITY WHICH REASONABLY DETERS UNAUTHORIZED ENTRY TO THE SPACE LEASED DURING NON-DUTY HOURS AND DETERS LOITERING OR DISRUPTIVE ACTS IN AND AROUND THE SPACE LEASED DURING DUTY HOURS. LESSOR SHALL PROVIDE AND MAINTAIN THE SECURITY SYSTEM SPECIFIED.

#### 9.7 JANITORIAL SERVICES

CLEANING IS TO BE PERFORMED AFTER TENANT WORKING HOURS UNLESS DAYTIME CLEANING IS SPECIFIED AS A SPECIAL REQUIREMENT ELSEWHERE IN THIS SOLICITATION.

THE LESSOR SHALL MAINTAIN THE LEASED PREMISES, INCLUDING OUTSIDE AREAS IN A CLEAN CONDITION AND SHALL PROVIDE SUPPLIES AND EQUIPMENT. THE FOLLOWING SCHEDULE DESCRIBES THE LEVEL OF SERVICES INTENDED. ALL REFERENCES TO INTERIOR CLEANING SHALL BE FOR THE FOLLOWING: INDOOR AVIARY EXCEPT FOR THE BIRD PEN AREA, ALL RESTROOM/SOWER AREAS IN THE WAREHOUSE AND GARAGE, AND THE OFFICE AREA (INCLUDING CORRIDORS) IN THE GARAGE AND THE ARCHIVE STORAGE ROOM IN THE WAREHOUSE. PERFORMANCE WILL BE BASED ON THE CONTRACTING OFFICER'S EVALUATION OF RESULTS, NOT THE FREQUENCY OR METHOD OF PERFORMANCE.

##### DAILY:

EMPTY TRASH RECEPTACLES AND CLEAN ASHTRAYS. SWEEP ENTRANCES, LOBBIES AND CORRIDORS. SPOT SWEEP FLOORS AND SPOT VACUUM CARPETS. CLEAN DRINKING FOUNTAINS. SWEEP AND DAMP MOP OR SCRUB TOILET ROOMS. CLEAN ALL TOILET FIXTURES AND REPLENISH TOILET SUPPLIES. DISPOSE OF ALL TRASH AND GARBAGE GENERATED IN OR ABOUT THE BUILDING. WASH INSIDE AND OUT OF STEAM CLEAN CANS USED FOR COLLECTION OF FOOD REMNANTS FROM SNACK BARS AND VENDING MACHINES. DUST HORIZONTAL SURFACES THAT ARE READILY AVAILABLE AND VISIBLY REQUIRE DUSTING. SPRAY BUFF RESILIENT FLOORS IN MAIN CORRIDORS, ENTRANCES AND LOBBIES, CLEAN ELEVATORS AND ESCALATORS,

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REMOVE CARPET STAINS. POLICE SIDEWALKS, PARKING AREAS AND DRIVEWAYS. SWEEP LOADING DOCK AREAS AND PLATFORMS.

THREE TIMES A WEEK:

SWEEP OR VACUUM STAIRS.

WEEKLY:

DAMP MOP AND SPRAY BUFF ALL RESILIENT FLOORS IN TOILETS AND HEALTH UNITS. THOROUGHLY VACUUM CARPETS IN LEASED AREA. SWEEP SIDEWALKS, PARKING AREAS AND DRIVEWAYS (WEATHER PERMITTING).

EVERY TWO WEEKS:

SPRAY BUFF RESILIENT FLOORS IN SECONDARY CORRIDORS, ENTRANCE AND LOBBIES. DAMP MOP AND SPRAY BUFF HARD AND RESILIENT FLOORS IN OFFICE SPACE.

MONTHLY:

THOROUGHLY DUST FURNITURE. WET MOP OR SCRUB SHOP AREA, SWEEP WAREHOUSE, AND ANY STORAGE SPACE. SPOT CLEAN ALL WALL SURFACES WITHIN 70" OF THE FLOOR.

EVERY TWO MONTHS:

DAMP WIPE TOILET WASTEPAPER RECEPTACLES, STALL PARTITIONS, DOORS, WINDOW SILLS AND FRAMES. SHAMPOO ENTRANCE AND ELEVATOR CARPETS.

THREE TIMES A YEAR:

DUST WALL SURFACES WITHIN 70" OF THE FLOOR, VERTICAL SURFACES AND UNDER SURFACES SCRUB AND WET MOP WAREHOUSE AREAS.

TWICE A YEAR:

WASH ALL INTERIOR AND EXTERIOR WINDOWS AND OTHER GLASS SURFACES. STRIP AND APPLY FOUR COATS OF FINISH TO RESILIENT FLOORS IN TOILETS. STRIP AND REFINISH MAIN CORRIDORS AND OTHER HEAVY TRAFFIC AREAS.

ANNUALLY:

WASH ALL VENETIAN BLINDS AND DUST SIX MONTHS FROM WASHING. VACUUM OR DUST ALL SURFACES IN THE BUILDING OVER 70" FROM THE FLOOR, INCLUDING LIGHT FIXTURES. VACUUM ALL DRAPES IN PLACE. STRIP AND REFINISH FLOORS IN OFFICES AND SECONDARY LOBBIES AND CORRIDORS. SHAMPOO CARPETS IN CORRIDORS AND LOBBIES. CLEAN BALCONIES, LEDGES, COURTS, AREAWAYS AND FLAT ROOFS. CLEAN SKYLIGHTS ON THE WAREHOUSE BUILDING.

EVERY TWO YEARS:


SHAMPOO CARPETS IN ALL OFFICES AND OTHER NON-PUBLIC AREAS.

AS REQUIRED:

PROVIDE INITIAL SUPPLY, INSTALLATION AND REPLACEMENT OF LIGHT BULBS, TUBES, BALLASTS AND STARTERS. REPLACE WORN FLOOR COVERINGS (THIS INCLUDES MOVING AND RETURN OF FURNITURE). EXTERMINATE PESTS. MOW WEEDS AND NATURAL GRASS AREAS IF OVER 8 INCHES HIGH.

THE FOLLOWING SPECIFICATIONS APPLY TO THE OUDOOR PEN PORTIONS OF THE LEASE:

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1. TRASH PICK UP: THE LESSOR IS RESPONSIBLE FOR ALL TRASH REMOVAL RELATED TO THE OPP BUILDINGS. THE LESSOR SHALL PROVIDE AND PLACE A DUMPSTER OR DUMPSTERS (AS NECESSARY) AT THE OPP PROPERTY LINE NEAR THE NORTH DOCK OF THE EXISTING ANIMAL RESEARCH BUILDING (ARB) TO SERVE ALL OF THE NEW OUTDOOR ANIMAL BUILDINGS AND THE INDOOR AVIARY (IAV). LESSOR WILL ADJUST THE NUMBER OF DUMPSTERS AND/OR THE NUMBER OF TRASH PICKUPS PER WEEK TO INSURE THAT THE DUMPSTER(S) ARE NEVER OVERFLOWING. LESSOR WILL PROVIDE AND PLACE COVERED, 50 GALLON, TRASH BARRELS WITH PLASTIC BAG LINERS AT THE ENTRANCE (BARRELS MUST BE SECURED AND THE LIDS SECURED TO WITHSTAND 100 MPH WINDS) TO EACH OF THE NEW OUTDOOR ANIMAL BUILDINGS EXCEPT THE IAV WHICH WILL HAVE APPROPRIATE INSIDE RECEPTACLES PROVIDED FOR EACH ROOM. BARRELS AND LIDS SHOULD BE MANUFACTURED FROM A MATERIAL THAT DOES NOT MAKE LOUD BANGING SOUNDS WHEN THE BARREL IS BEING EMPTIED (E.G., HIGH IMPACT PLASTIC). LESSOR SHALL EMPTY THESE BARRELS DAILY, IF NECESSARY, ALONG WITH THE IAV. NO LARGE TRASH TRUCKS WILL BE ALLOWED IN THE OUTDOOR PEN AREA WHICH IS WHY A PICKUP MUST BE USED FOR THIS TASK.

THE GOVERNMENT WILL BE RESPONSIBLE FOR COLLECTING AND DISPOSING OF REFUSE FROM THE VARIOUS OUTDOOR PEN BUILDINGS THAT NEED TO BE INCINERATED. ADDITIONALLY, THE GOVERNMENT IS RESPONSIBLE FOR THE EMPTYING AND PROPERLY DISPOSING OF THE CONTENTS IN THE 3 SANITARY SEWER DIVERSION TANKS IN THE OPP AREA.

2. SNOW REMOVAL: LESSOR IS RESPONSIBLE FOR ALL SNOW REMOVAL ON THE SITE. DUE TO THE NATURE OF THE WORK PERFORMED ON THE SITE, THE LESSOR IS REQUIRED TO PROVIDE EQUIPMENT THAT IS KEPT ON THE SITE FOR REMOVING SNOW IN THE OUTDOOR PEN AREA. A PICKUP WITH SNOW BLADE WILL MEET THIS REQUIREMENT UNDER NORMAL CIRCUMSTANCES. LESSOR MAY HAVE TO RESORT TO HEFTIER EQUIPMENT IN CASE OF EXTREMELY HEAVY SNOW DURING THE PERIOD SEPT. 15-MAY 15 EACH YEAR, THE SNOW BLADE MUST BE ATTACHED TO THE PICKUP AND READY FOR USE AT ALL TIMES. THIS IS TO INSURE THAT ALL ROADS IN THE OUTDOOR PEN AREA CAN BE PLOWED AT ANY TIME OF DAY, 24 HOURS A DAY, 7 DAYS A WEEK, IN CASE OF ACCUMULATION OF 3" OF SNOW OR MORE. NWRC STAFF MUST BE ABLE TO GET TO THE ANIMAL PENS TO CARE FOR THE ANIMALS. THE PICKUP IS TO BE MAINTAINED IN PROPER WORKING CONDITION AT ALL TIMES AND FULLY GASSED WHEN STORMS ARE PREDICTED. LESSOR IS TO PROVIDE ROADSIDE REFLECTORS (MINIMUM 36-48" ABOVE GROUND AFTER PLACEMENT), PLACED EVERY 50' (MORE OFTEN AT CURVES AND TURNS) ON BOTH SIDES OF THE ROADWAYS, TO FULLY DEFINE EVERY ROADWAY IN THE OUTDOOR PEN AREA AT NIGHT AND DURING SNOW STORMS.
3. MOWING: LESSOR WILL MOW ALL AREAS OF THE OUTDOOR PENS WHEN WEEDS/GRASSES REACH 8" HIGH. HOWEVER, THIS MOWING MUST BE COORDINATED THROUGH THE NWRC FACILITIES COORDINATOR TO PREVENT ANY UNWARRANTED DISTURBANCE OF ONGOING RESEARCH STUDIES. THE FACILITIES COORDINATOR WILL INDICATE TO THE LESSOR WHEN AND WHERE TO MOW IN THE OUTDOOR PEN AREA. THE HEIGHT OF VEGETATION TO MAINTAIN WITHIN THE CONFINES OF THE OBSERVATION AND EXERCISE AREA AND FLIGHT PEN (THE INTERIOR OF THESE TWO FENCED IN COMPOUNDS MUST ALSO BE MOWED BY LESSOR) WILL BE DETERMINED IN CONSULTATION WITH THE FACILITIES COORDINATOR AND COULD CHANGE FROM TIME TO TIME, AND COULD BE AS LOW AS 2-4" AND SOMETIMES COULD BE ABOVE 8".
4. MAINTENANCE: LESSOR SHALL PROVIDE ROUTINE MAINTENANCE WORK, REPAIRS, ETC. TO THE OUTDOOR PEN STRUCTURES. SUCH WORK MUST BE COORDINATED THROUGH THE NWRC FACILITIES COORDINATOR TO INSURE THE MINIMUM DISTURBANCE POSSIBLE TO RESEARCH STUDIES UNDERWAY IN THE INVOLVED STRUCTURES.
5. INDOOR AVIARY: THE IAV ROOMS, EXCEPT FOR THE BIRD PEN AREA IN THE CENTER OF THE BUILDING, WILL RECEIVE JANITORIAL SERVICES AS SPECIFIED UNDER PARAGRAPH 9.7. LESSOR SHALL PROVIDE THESE SERVICES DURING DAYLIGHT HOURS, THUS LESSENING THE AMOUNT OF HUMAN ACTIVITY IN THE ANIMAL AREAS AFTER DARK.
6. LITTER PICK UP: LESSOR WILL PICK UP LITTER IN THE OUTDOOR PEN AREAS, AS NEEDED, ESPECIALLY ALONG FENCE LINES, BUT AT LEAST MONTHLY. THIS ACTIVITY MUST BE COORDINATED THROUGH THE NWRC FACILITIES COORDINATOR TO MINIMIZE DISTURBANCE TO ONGOING RESEARCH STUDIES.
7. ROUTINE ANIMAL MAINTENANCE WITHIN THE OUTDOOR ANIMAL BUILDINGS: NWRC STAFF WILL PROVIDE ALL ROUTINE ANIMAL MAINTENANCE INSIDE ALL OF THE ANIMAL BUILDINGS, INCLUDING THE CENTER BIRD PEN AREA OF THE INDOOR AVIARY. THIS INCLUDES FEEDING, WATERING, AND CLEANUP. LESSOR WILL BE RESPONSIBLE FOR BUILDING MAINTENANCE IN THESE AREAS AS SPECIFIED ABOVE.

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

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8. NOXIOUS WEED CONTROL: LESSOR WILL BE RESPONSIBLE FOR NOXIOUS WEED CONTROL ON THE SITE. THIS ACTIVITY SHOULD BE COORDINATED WITH CSU (WHO CURRENTLY PERFORMS SUCH WEED CONTROL) AND, IF NEEDED, LARIMER COUNTY. NO NOXIOUS WEED CONTROL WILL TAKE PLACE ON THE SITE WITHOUT THE LESSOR FIRST COORDINATING THIS ACTIVITY THROUGH THE NWRC FACILITIES COORDINATOR AND RECEIVING NWRC APPROVAL TO PROCEED.

**9.8 SCHEDULE OF PERIODIC SERVICES AND BUILDING OPERATING PLAN**

WITHIN 60 DAYS AFTER OCCUPANCY, THE LESSOR SHALL PROVIDE THE CONTRACTING OFFICER WITH THE FOLLOWING: PREVENTATIVE MAINTENANCE SCHEDULES FOR THE ELECTRICAL AND PLUMBING SYSTEMS, HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) AND BUILDING AUTOMATION SYSTEMS, HVAC OPERATING SCHEDULE, SEQUENCES OF OPERATION, TEMPERATURE CONTROL SETPOINT VALUES, AND ZONE TEMPERATURE SENSOR CALIBRATION OFFSET VALUES, TESTING SCHEDULE FOR THE FIRE ALARM SYSTEM, SECURITY SYSTEM (IF APPLICABLE), AND INSPECTION SCHEDULES FOR THE ELEVATORS, BUILDING STRUCTURES, AND ROOFS.

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## SECTION 10 SAFETY AND ENVIRONMENTAL MANAGEMENT

### 10.1 OCCUPANCY PERMIT (OCT 1996)

THE LESSOR SHALL PROVIDE A VALID OCCUPANCY PERMIT FOR THE INTENDED USE OF THE GOVERNMENT AND SHALL MAINTAIN AND OPERATE THE BUILDING IN CONFORMANCE WITH CURRENT LOCAL CODES AND ORDINANCES. IF THE LOCAL JURISDICTION DOES NOT ISSUE OCCUPANCY PERMITS, OFFERORS SHOULD CONSULT THE CONTRACTING OFFICER TO DETERMINE IF OTHER DOCUMENTATION MAY BE NEEDED.

### 10.2 FIRE AND LIFE SAFETY (OCT 1996)

- (A) BELOW-GRADE SPACE TO BE OCCUPIED BY GOVERNMENT AND ALL AREAS IN A BUILDING REFERRED TO AS "HAZARDOUS AREAS" IN NATIONAL FIRE PROTECTION ASSOCIATION STANDARD 101, KNOWN AS THE "LIFE SAFETY CODE," OR ANY SUCCESSOR STANDARD THERETO, MUST BE PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM OR AN EQUIVALENT LEVEL OF SAFETY.

### 10.3 SPRINKLER SYSTEM (OCT 1996)

PROVIDE SPINKLER SYSTEM AS INDICATED IN THE CONSTRUCTION DOCUMENTS.

### 10.4 MANUAL FIRE ALARM SYSTEMS (OCT 1996)

MANUAL FIRE ALARM SYSTEMS SHALL BE PROVIDED IN ACCORDANCE WITH NFPA STANDARD 101 (CURRENT AS OF THE DATE OF THIS SOLICITATION). SYSTEMS SHALL BE MAINTAINED AND TESTED BY THE LESSOR IN ACCORDANCE WITH NFPA STANDARD 72. THE FIRE ALARM SYSTEM WIRING AND EQUIPMENT MUST BE ELECTRICALLY SUPERVISED AND AUTOMATICALLY NOTIFY THE LOCAL FIRE DEPARTMENT (NFPA STANDARD NO. 72) OR APPROVED CENTRAL STATION. EMERGENCY POWER MUST BE PROVIDED IN ACCORDANCE WITH NFPA STANDARDS NO. 70 AND 72.

### 10.5 OSHA REQUIREMENTS (OCT 1996)

THE LESSOR SHALL MAINTAIN BUILDINGS AND SPACE IN A SAFE AND HEALTHFUL CONDITION ACCORDING TO THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS.

### 10.6 ASBESTOS (OCT 1996)

THE LEASED SPACE SHALL BE FREE OF ALL ASBESTOS CONTAINING MATERIALS.

### 10.7 INDOOR AIR QUALITY (OCT 1996)

- (A) THE LESSOR SHALL CONTROL CONTAMINANTS AT THE SOURCE AND/OR OPERATE THE SPACE IN SUCH A MANNER THAT THE GSA INDICATOR LEVELS FOR CARBON MONOXIDE (CO), CARBON DIOXIDE (CO<sub>2</sub>), AND FORMALDEHYDE (HCHO) ARE NOT EXCEEDED. THE INDICATOR LEVELS FOR OFFICE AREAS SHALL BE: CO - 9 PARTS PER MILLION (PPM) TIME-WEIGHTED AVERAGE (TWA - 8-HOUR SAMPLE); CO<sub>2</sub> - 1000 PPM (TWA); FORMALDEHYDE - 0.1 PPM (TWA).
- (B) THE LESSOR SHALL MAKE A REASONABLE ATTEMPT TO APPLY INSECTICIDES (EXCEPT TRAPS), PAINTS, GLUES, ADHESIVES, AND HEATING, VENTILATING AND AIR CONDITIONING (HVAC) SYSTEM CLEANING COMPOUNDS WITH HIGHLY VOLATILE OR IRRITATING ORGANIC COMPOUNDS, OUTSIDE OF WORKING HOURS. THE LESSOR SHALL PROVIDE ADVANCE NOTICE TO THE TENANT BEFORE APPLYING NOXIOUS CHEMICALS IN OCCUPIED SPACES, AND SHALL PROVIDE ADEQUATE VENTILATION IN THOSE SPACES DURING WORKING HOURS DURING AND AFTER APPLICATION.
- (C) THE LESSOR SHALL, AT ALL TIMES, SUPPLY ADEQUATE VENTILATION TO THE LEASED PREMISES WITH AIR HAVING CONTAMINANTS BELOW OSHA OR EPA ACTION LEVELS AND PERMISSIBLE EXPOSURE LIMITS, AND WITHOUT NOXIOUS ODORS OR DUSTS. THE LESSOR SHALL CONDUCT HVAC SYSTEM BALANCING AFTER ALL HVAC SYSTEM ALTERATIONS; AND MAKE A REASONABLE ATTEMPT TO SCHEDULE MAJOR CONSTRUCTION OUTSIDE OF OFFICE HOURS.
- (D) THE LESSOR SHALL PROMPTLY INVESTIGATE INDOOR AIR QUALITY (IAQ) COMPLAINTS AND SHALL IMPLEMENT CONTROLS, INCLUDING ALTERATION OF BUILDING OPERATING PROCEDURES (E.G., ADJUSTING AIR INTAKES, ADJUSTING AIR DISTRIBUTION, CLEANING AND MAINTAINING HVAC SYSTEMS, ETC.), TO ADDRESS SUCH COMPLAINTS.

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- (E) THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT INDEPENDENT IAQ ASSESSMENTS AND DETAILED STUDIES IN SPACE IT OCCUPIES, AS WELL AS IN SPACE SERVING THE GOVERNMENT-LEASED SPACE (E.G., COMMON USE AREAS, MECHANICAL ROOMS, HVAC SYSTEMS, ETC.). THE LESSOR SHALL ASSIST THE GOVERNMENT IN ITS ASSESSMENTS AND DETAILED STUDIES BY MAKING AVAILABLE INFORMATION ON BUILDING OPERATIONS AND LESSOR ACTIVITIES, AND PROVIDING ACCESS TO SPACE FOR ASSESSMENT AND TESTING, IF REQUIRED, AND IMPLEMENT CORRECTIVE MEASURES REQUIRED BY THE CONTRACTING OFFICER.

**10.9 RADON IN AIR (OCT 1996)**

- (A) THE RADON CONCENTRATION IN THE AIR OF SPACE LEASED TO THE GOVERNMENT SHALL BE LESS THAN THE ENVIRONMENTAL PROTECTION AGENCY (EPA) ACTION CONCENTRATION FOR HOMES OF 4 PICOCURIES PER LITER (PC/L), HEREIN CALLED THE "EPA ACTION CONCENTRATION."

(B) INITIAL TESTING:

- (1) THE LESSOR SHALL TEST FOR RADON THAT PORTION OF SPACE PLANNED FOR OCCUPANCY BY THE GOVERNMENT IN GROUND CONTACT OR CLOSEST TO THE GROUND UP TO AND INCLUDING THE SECOND FLOOR ABOVE GRADE (SPACE ON THE THIRD OR HIGHER FLOOR ABOVE GRADE NEED NOT BE MEASURED), REPORT THE RESULTS TO THE CONTRACTING OFFICER UPON AWARD, AND PROMPTLY CARRY OUT A CORRECTIVE ACTION PROGRAM FOR ANY RADON CONCENTRATION WHICH EQUALS OR EXCEEDS THE EPA ACTION LEVEL.
- (2) TESTING SEQUENCE: THE LESSOR SHALL MEASURE RADON BY THE STANDARD TEST IN SUBPARAGRAPH (D)(1), COMPLETING THE TEST NOT LATER THAN 150 DAYS AFTER AWARD, UNLESS THE CONTRACTING OFFICER DECIDES THAT THERE IS NOT ENOUGH TIME TO COMPLETE THE TEST BEFORE GOVERNMENT OCCUPANCY, IN WHICH CASE THE LESSOR SHALL PERFORM THE SHORT TEST IN SUBPARAGRAPH (D)(2).
- (3) IF THE SPACE OFFERED FOR LEASE TO THE GOVERNMENT IS IN A BUILDING UNDER CONSTRUCTION OR PROPOSED FOR CONSTRUCTION, THE LESSOR SHALL, IF POSSIBLE, PERFORM THE STANDARD TEST DURING BUILDOUT BEFORE GOVERNMENT OCCUPANCY OF THE SPACE. IF THE CONTRACTING OFFICER DECIDES THAT IT IS NOT POSSIBLE TO COMPLETE THE STANDARD TEST BEFORE OCCUPANCY, THE LESSOR SHALL COMPLETE THE SHORT TEST BEFORE OCCUPANCY, AND THE STANDARD TEST NOT LATER THAN 150 DAYS AFTER OCCUPANCY.

(C) CORRECTIVE ACTION PROGRAM:

(1) PROGRAM INITIATION AND PROCEDURES:

- (I) IF THE GOVERNMENT OR THE LESSOR DETECTS RADON AT OR ABOVE THE EPA ACTION LEVEL AT ANY TIME BEFORE GOVERNMENT OCCUPANCY, THE LESSOR SHALL CARRY OUT A CORRECTIVE ACTION PROGRAM WHICH REDUCES THE CONCENTRATION TO BELOW THE EPA ACTION LEVEL BEFORE GOVERNMENT OCCUPANCY.
- (II) IF THE GOVERNMENT OR THE LESSOR DETECTS A RADON CONCENTRATION AT OR ABOVE THE EPA ACTION LEVEL AT ANY TIME AFTER GOVERNMENT OCCUPANCY, THE LESSOR SHALL PROMPTLY CARRY OUT A CORRECTIVE ACTION PROGRAM WHICH REDUCES THE CONCENTRATION TO BELOW THE EPA ACTION LEVEL.
- (III) IF THE GOVERNMENT OR THE LESSOR DETECTS A RADON CONCENTRATION AT OR ABOVE THE EPA RESIDENTIAL OCCUPANCY CONCENTRATION OF 200 PC/L AT ANY TIME AFTER GOVERNMENT OCCUPANCY, THE LESSOR SHALL PROMPTLY RESTRICT THE USE OF THE AFFECTED AREA, AND PROVIDE COMPARABLE TEMPORARY SPACE FOR THE TENANTS, AS AGREED TO BY THE GOVERNMENT, UNTIL THE LESSOR CARRIES OUT A PROMPT CORRECTIVE ACTION PROGRAM WHICH REDUCES THE CONCENTRATION TO BELOW THE EPA ACTION LEVEL AND CERTIFIES THE SPACE FOR REOCCUPANCY.
- (IV) THE LESSOR SHALL PROVIDE THE GOVERNMENT WITH PRIOR WRITTEN NOTICE OF ANY PROPOSED CORRECTIVE ACTION OR TENANT RELOCATION. THE LESSOR SHALL PROMPTLY REVISE THE CORRECTIVE ACTION PROGRAM UPON ANY CHANGE IN BUILDING CONDITION OR OPERATION WHICH WOULD AFFECT THE PROGRAM OR INCREASE THE RADON CONCENTRATION TO OR ABOVE THE EPA ACTION LEVEL.

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- (2) THE LESSOR SHALL PERFORM THE STANDARD TEST IN SUBPARAGRAPH (D)(1) TO ASSESS THE EFFECTIVENESS OF A CORRECTIVE ACTION PROGRAM. THE LESSOR MAY ALSO PERFORM THE SHORT TEST IN SUBPARAGRAPH (D)(2) TO DETERMINE WHETHER THE SPACE MAY BE OCCUPIED, BUT SHALL BEGIN THE STANDARD TEST CONCURRENTLY WITH THE SHORT TEST.
- (3) ALL MEASURES TO ACCOMMODATE DELAY OF OCCUPANCY, CORRECTIVE ACTION, TENANT RELOCATION, TENANT REOCCUPANCY, OR FOLLOW-UP MEASUREMENT, SHALL BE PROVIDED BY THE LESSOR AT NO ADDITIONAL COST TO THE GOVERNMENT.
- (4) IF THE LESSOR FAILS TO EXERCISE DUE DILIGENCE, OR IS OTHERWISE UNABLE TO REDUCE THE RADON CONCENTRATION PROMPTLY TO BELOW THE EPA ACTION LEVEL, THE GOVERNMENT MAY IMPLEMENT A CORRECTIVE ACTION PROGRAM AND DEDUCT ITS COSTS FROM THE RENT.

(D) TESTING PROCEDURES:

- (1) STANDARD TEST: PLACE ALPHA TRACK DETECTORS OR ELECTRET ION CHAMBERS THROUGHOUT THE REQUIRED AREA FOR 91 OR MORE DAYS SO THAT EACH COVERS NO MORE THAN 2,000 SQUARE FEET OF USABLE SPACE. USE ONLY DEVICES LISTED IN THE EPA RADON MEASUREMENT PROFICIENCY (RMP) PROGRAM APPLICATION DEVICE CHECKLISTS. USE A LABORATORY RATED PROFICIENT IN THE EPA PROGRAM TO ANALYZE THE DEVICES. SUBMIT THE RESULTS AND SUPPORTING DATA (SAMPLE LOCATION, DEVICE TYPE, DURATION, RADON MEASUREMENTS, LABORATORY PROFICIENCY CERTIFICATION NUMBER, AND THE SIGNATURE OF A RESPONSIBLE LABORATORY OFFICIAL) WITHIN 30 DAYS AFTER THE MEASUREMENT.
- (2) SHORT TEST: PLACE ALPHA TRACK DETECTORS FOR AT LEAST 14 DAYS, OR ELECTRET ION CHAMBERS OR CHARCOAL CANISTERS FOR 2 TO 3 DAYS, THROUGHOUT THE REQUIRED AREA SO THAT EACH COVERS NO MORE THAN 2,000 SQUARE FEET OF USABLE SPACE, STARTING NOT LATER THAN 7 DAYS AFTER AWARD. USE ONLY DEVICES LISTED IN THE EPA RMP PROGRAM APPLICATION DEVICE CHECKLISTS. USE A LABORATORY RATED PROFICIENT IN THE EPA PROGRAM TO ANALYZE THE DEVICES, AND SUBMIT THE RESULTS AND SUPPORTING DATA WITHIN 30 DAYS AFTER THE MEASUREMENT. IN ADDITION, COMPLETE THE STANDARD TEST NOT LATER THAN 150 DAYS AFTER GOVERNMENT OCCUPANCY.

**10.10 RADON IN WATER (SEP 1991)**

- (A) TWO WATER SAMPLES CONSTITUTING A SAMPLING PAIR SHALL BE TAKEN FROM THE SAME LOCATION FOR QUALITY CONTROL. THEY SHALL BE OBTAINED INSIDE THE BUILDING AND AS NEAR THE NON-PUBLIC WATER SOURCE AS IS PRACTICAL, IN ACCORDANCE WITH EPA'S "RADON IN WATER SAMPLING PROGRAM MANUAL." ANALYSIS OF WATER SAMPLES FOR RADON MUST BE PERFORMED BY A LABORATORY THAT USES THE ANALYTICAL PROCEDURES AS DESCRIBED IN EPA'S "TWO TEST PROCEDURES FOR RADON IN DRINKING WATER."
- (B) THE LESSOR SHALL PERFORM THE NECESSARY RADON TESTING AND SUBMIT A CERTIFICATION TO THE CONTRACTING OFFICER BEFORE THE GOVERNMENT OCCUPIES THE SPACE.
- (C) IF THE EPA ACTION LEVEL IS REACHED OR EXCEEDED, THE LESSOR SHALL INSTITUTE ABATEMENT METHODS, SUCH AS AERATION, WHICH REDUCE THE RADON TO BELOW THE EPA ACTION LEVEL PRIOR TO OCCUPANCY BY THE GOVERNMENT.

**10.11 HAZARDOUS MATERIALS (OCT 1996)**

THE LEASED SPACE SHALL BE FREE OF HAZARDOUS MATERIALS ACCORDING TO APPLICABLE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REGULATIONS.

**10.12 RECYCLING (OCT 1996)**

WHERE STATE AND/OR LOCAL LAW, CODE OR ORDINANCE REQUIRE RECYCLING PROGRAMS FOR THE SPACE TO BE PROVIDED PURSUANT TO THIS SOLICITATION, THE SUCCESSFUL OFFEROR SHALL COMPLY WITH SUCH STATE AND/OR LOCAL LAW, CODE OR ORDINANCE IN ACCORDANCE WITH THE PARAGRAPH OF THE GENERAL CLAUSES ENTITLED "COMPLIANCE WITH APPLICABLE LAW." IN ALL OTHER CASES, THE SUCCESSFUL OFFEROR SHALL ESTABLISH A RECYCLING PROGRAM IN THE LEASED SPACE WHERE LOCAL MARKETS FOR RECOVERED MATERIALS EXIST. THE LESSOR AGREES, UPON REQUEST, TO PROVIDE THE GOVERNMENT WITH ADDITIONAL INFORMATION CONCERNING RECYCLING PROGRAMS MAINTAINED IN THE BUILDING AND THE LEASED SPACE.

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**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

<u>CATEGORY</u>	<u>Clause No.</u>	<u>48 CFR Ref.</u>	<u>Clause Title</u>
DEFINITIONS GENERAL	1	552.270-4	Definitions
	2	552.270-5	Subletting and Assignment
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance
	16	552.270-22	Default by Lessor During the Term
	17	552.270-7	Fire and Casualty Damage
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
INSPECTION	21	552.270-9	Inspection-Right of Entry
PAYMENT	22	552.232-75	Prompt Payment
	23	552.232-76	Electronic Funds Transfer Payment (Variation)
	24	552.232-70	Invoice Requirements
	25	52.232-23	Assignment of Claims
	26	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	27	552.203-5	Covenant Against Contingent Fees
	28	52.203-7	Anti-Kickback Procedures
	29	52.223-6	Drug-Free Workplace
ADJUSTMENTS	30	552.203-70	Price Adjustment for Illegal or Improper Activity
	31	52.215-10	Price Reduction for Defective Cost or Pricing Data
	32	552.270-13	Proposals for Adjustment
	33	552.270-14	Changes (Variation)
AUDITS	34	552.215-70	Examination of Records by GSA
	35	52.215-2	Audit and Records—Negotiation
DISPUTES	36	52.233-1	Disputes

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LABOR STANDARDS	37	52.222-26	Equal Opportunity
	38	52.222-21	Prohibition of Segregated Facilities
	39	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
	40	52.222-36	Affirmative Action for Workers with Disabilities
	41	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era
SUBCONTRACTING	42	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment
	43	52.215-12	Subcontractor Cost or Pricing Data
	44	52.219-8	Utilization of Small Business Concerns
	45	52.219-9	Small Business Subcontracting Plan
	46	52.219-16	Liquidated Damages- Subcontracting Plan
ADVERTISING	47	552.203-71	Restriction on Advertising

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GENERAL CLAUSES  
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Commencement Date" means the first day of the term.
- (b) "Contract" and "Contractor" means "Lease" and "Lessor," respectively.
- (c) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (d) "Delivery Date" means the date specified in or determined pursuant to the provisions of this lease for delivery of the premises to the Government, improved in accordance with the provisions of this lease and substantially complete, as such date may be modified in accordance with the provisions of this lease.
- (e) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Government, as such number may be modified in accordance with the provisions of this lease.
- (f) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, or (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Lessor and any such subcontractor or supplier.
- (g) "Lessor" means the sub-lessor if this lease is a sublease.
- (h) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (i) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (j) "Premises" means the space described on the Standard Form 2, U.S. Government Lease for Real Property, of this lease.
- (k) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Government's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (l) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Government as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

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4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.
- (c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.
- (d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

5. 552.270-24 - STATEMENT OF LEASE (AUG 1999)

- (a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
  - (2) That the Government shall not be held liable because of any defect in or condition of the premises or building;
  - (3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and
  - (4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

6. 552.270-25 - SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

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7. 552.270-26 - NO WAIVER (SEP1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

8. 552.270-27 - INTEGRATED AGREEMENT (SEP 1999)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

9. 552.270-28 - MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

10. 552.270-17 - DELIVERY AND CONDITION (SEP 1999)

- (a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Government reserves the right to determine when the space is substantially complete.
- (b) If the premises do not in every respect comply with the provisions of this lease the Contracting Officer may, in accordance with the Failure in Performance clause of this lease, elect to reduce the rent payments.

11. 552.270-18 - DEFAULT IN DELIVERY - TIME EXTENSIONS (SEP 1999) (VARIATION)

- (a) With respect to Lessor's obligation to deliver the premises substantially complete by the delivery date (as such date may be modified pursuant to this lease), time is of the essence. If the Lessor fails to prosecute the work with the diligence that will ensure its substantial completion by the delivery date or fails to substantially complete the work by such date, the Government may by notice to the Lessor terminate this lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Government resulting from such termination, as provided in this clause. The Government shall be entitled to the following damages:
  - (1) The Government's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement lease or leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments for the term; provided, if the Government procures replacement premises for a term (including all option terms) in excess of the term, the Lessor shall not be liable for excess Government rent or adjustments during such excess part of such term;
  - (2) All administrative and other costs borne by the Government in procuring a replacement lease or leases;
  - (3) Such other, additional relief as may be provided for in this lease, at law or in equity.
  - (4) Damages to which the Government may be entitled under this clause shall be due and payable thirty (30) days next following the date Lessor receives notice from the Contracting Officer specifying such damages.
- (b) Delivery by Lessor of less than the minimum ANSI/BOMA Usable square footage required by this lease shall in no event be construed as substantial completion, except as permitted by the Contracting Officer.
- (c) Notwithstanding paragraph (a) of this clause, this lease shall not be terminated under this clause nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from excusable delays and (2) the Lessor within 10 days from the beginning of any such delay (unless extended in writing by the Contracting Officer) provides notice to the Contracting Officer of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If the facts warrant such action, the delivery date shall be extended, by the Contracting Officer, to the extent of such delay at no additional costs to the Government. A time extension is the sole remedy of the Lessor.

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12. 552.270-19 - PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

13. 552.270-21 - EFFECT OF ACCEPTANCE AND OCCUPANCY (SEP 1999)

Neither the Government's acceptance of the premises for occupancy, nor the Government's occupancy thereof, shall be construed as a waiver of any requirement of or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right.

14. 552.270-6 - MAINTENANCE OF BUILDING AND PREMISES - RIGHT OF ENTRY (SEP 1999)

Except in case of damage arising out of the willful act or negligence of a Government employee, Lessor shall maintain the premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the lessor under this lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge.

15. 552.270-10 - FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payments under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payments under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

16. 552.270-22 - DEFAULT BY LESSOR DURING THE TERM (SEP 1999)

(a) Each of the following shall constitute a default by Lessor under this lease:

- (1) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative.
- (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all such failures shall have been timely cured pursuant to this clause.

(b) If a default occurs, the Government may, by notice to Lessor, terminate this lease for default and if so terminated, the Government shall be entitled to the damages specified in the Default in Delivery-Time Extensions clause.

17. 552.270-7 - FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor

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within 15 calendar days of the fire or other casualty; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of Lessor.

18. 552.270-8 - COMPLIANCE WITH APPLICABLE LAW (SEP 1999)

Lessor shall comply with all Federal, state and local laws applicable to the Lessor as owner or lessor, or both, of the building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. The Government will comply with all Federal state and local laws applicable to and enforceable against it as a tenant under this lease; provided that nothing in this lease shall be construed as a waiver of any sovereign immunity of the Government. This lease shall be governed by Federal law.

19. 552.270-12 - ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

20. 552.270-29 - ACCEPTANCE OF SPACE (SEP 1999)

- (a) When the Lessor has completed all alterations, improvements, and repairs necessary to meet the requirements of the lease, the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the space.
- (b) The Government will accept the space and the lease term will begin after determining that the space is substantially complete and contains the required ANSI/BOMA Usable square footage as indicated in the paragraph of this solicitation entitled "Amount and Type of Space."


21. 552.270-9 - INSPECTION - RIGHT OF ENTRY (SEP 1999)

- (a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof and during the term, the agents, employees and contractors of the Government may, upon reasonable prior notice to Offeror or Lessor, enter upon the offered premises or the premises, and all other areas of the building access to which is necessary to accomplish the purposes of entry, to determine the potential or actual compliance by the Offeror or Lessor with the requirements of the solicitation or this lease, which purposes shall include, but not be limited to: (1) inspecting, sampling and analyzing of suspected asbestos-containing materials and air monitoring for asbestos fibers; (2) inspecting the heating, ventilation and air conditioning system, maintenance records, and mechanical rooms for the offered premises or the premises; (3) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances; and (4) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local law.
- (b) Nothing in this clause shall be construed to create a Government duty to inspect for toxic materials or to impose a higher standard of care on the Government than on other lessees. The purpose of this clause is to promote the ease with which the Government may inspect the building. Nothing in this clause shall act to relieve the Lessor of any duty to inspect or liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous condition.

22. 552.232-75 - PROMPT PAYMENT (SEP 1999)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

- (a) Payment due date.

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- (1) Rental payments. Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.
    - (i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.
    - (ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.
  - (2) Other payments. The due date for making payments other than rent shall be the later of the following two events:
    - (i) The 30th day after the designated billing office has received a proper invoice from the Contractor.
    - (ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (b) Invoice and inspection requirements for payments other than rent.
- (1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:
    - (i) Name and address of the Contractor.
    - (ii) Invoice date.
    - (iii) Lease number.
    - (iv) Government's order number or other authorization.
    - (v) Description, price, and quantity of work or services delivered.
    - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order.)
    - (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
  - (2) The Government will inspect and determine the acceptability of the work performed or services delivered within 7 days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the 7-day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the 7 days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.
- (c) Interest Penalty.
- (1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.
  - (2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.
  - (3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.
  - (4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

23. 552.232-76 - ELECTRONIC FUNDS TRANSFER PAYMENT (SEP 1999) (Variation)

- (a) The Government will make payments under this lease by electronic funds transfer (EFT). After award, but no later than 30 days before the first payment, the Lessor shall designate a financial institution for receipt of EFT payments, and shall submit this designation to the Contracting Officer or other Government official, as directed.

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(b) The Lessor shall provide the following information:

- (1) The lease number to which this notice applies.
- (2) The American Bankers Association 9-digit identifying number for wire transfers of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.
- (3) Number of account to which funds are to be deposited.
- (4) Type of depositor account ("C" for checking, "S" for savings).
- (5) If the Lessor is a new enrollee to the EFT system, a completed "Payment Information Form," SF 3881.

(c) In the event the Lessor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and the required information specified in (b), above must be received by the appropriate Government official no later than 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Lessor or an authorized representative designated by the Lessor, as well as the Lessor's name and lease number.

(e) Lessor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

24. 552.232-70 - INVOICE REQUIREMENTS (VARIATION) (SEP 1999)

(This clause applies to payments other than rent.)

(a) Invoices shall be submitted in an original only, unless otherwise specified, to the designated billing office specified in this contract or order.

(b) Invoices must include the Accounting Control Transaction (ACT) number provided below or on the order.

ACT Number (to be supplied on individual orders)

(c) If information or documentation in addition to that required by the Prompt Payment clause of this contract is required in connection with an invoice for a particular order, the order will indicate what information or documentation must be submitted.

25. 52.232-23 - ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as the "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

26. 552.270-20 - PAYMENT (SEP 1999 ) (VARIATION)

(a) When space is offered and accepted, the ANSI/BOMA Usable square footage delivered will be confirmed by:

- (1) the Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or
- (2) a mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ANSI/BOMA Usable square footage stated in the lease.

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- (c) If it is determined that the amount of ANSI/BOMA Usable square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of Usable space delivered and the annual rental will be adjusted as follows:

Usable square feet not delivered multiplied by the ANSI/BOMA Usable square foot (USF) rate equals the reduction in annual rent. The rate per USF is determined by dividing the total annual rental by the Usable square footage set forth in the lease.

USF Not Delivered X Rate per USF = Reduction in Annual Rent.

27. 552.203-5 - COVENANT AGAINST CONTINGENT FEES (FEB 1990)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

28. 52.203-7 - ANTI-KICKBACK PROCEDURES (JUL 1995)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

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"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--
- (1) Providing or attempting to provide or offering to provide any kickback;
  - (2) Soliciting, accepting, or attempting to accept any kickback; or
  - (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

29. 52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

- (a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter-mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

- (b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--
- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - (2) Establish an ongoing drug-free awareness program to inform such employees about--

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- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
  - (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
  - (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
  - (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
    - (i) Taking appropriate personnel action against such employee, up to and including termination; or
    - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
  - (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
  - (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

30. 552.203-70 - PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1999)

(Applies to leases which exceed \$100,000.)

- (a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may--
  - (1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;
  - (2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or
  - (3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.
- (b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis therefor. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

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31. 52.215-10 - PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(Applies when cost or pricing data are required for work or service exceeding \$500,000.)

- (a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
  - (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
  - (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; *provided*, that the actual subcontract price was not itself affected by defective cost or pricing data.
- (c) (1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:
- (i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.
  - (ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.
  - (iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - (iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.
- (2) (i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if—
- (A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and
  - (B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.
- (ii) An offset shall not be allowed if—
- (A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or
  - (B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.
- (d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid—
- (1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and
  - (2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

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32. 552.270-13 - PROPOSALS FOR ADJUSTMENT (SEP 1999)

- (a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.
- (b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following details--
  - (1) Material quantities and unit costs;
  - (2) Labor costs (identified with specific item or material to be placed or operation to be performed;
  - (3) Equipment costs;
  - (4) Worker's compensation and public liability insurance;
  - (5) Overhead;
  - (6) Profit; and
  - (7) Employment taxes under FICA and FUTA.
- (c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost --
  - (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and
  - (2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).
- (d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

33. 552.270-14 - CHANGES (SEP 1999) (VARIATION)

- (a) The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:
  - (1) Specifications (including drawings and designs);
  - (2) Work or services;
  - (3) Facilities or space layout; or
  - (4) Amount of space, provided the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this lease, whether or not changed by the order, the Contracting Officer shall modify this lease to provide for one or more of the following:
  - (1) A modification of the delivery date;
  - (2) An equitable adjustment in the rental rate;
  - (3) A lump sum equitable adjustment; or
  - (4) An equitable adjustment of the annual operating costs per ANSI/BOMA Usable square foot specified in this lease.
- (c) The Lessor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the lessor from proceeding with the change as directed.
- (d) Absent such written change order, the Government shall not be liable to Lessor under this clause.

34. 552.215-70 - EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services, or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services, or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires

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earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

35. 52.215-2 - AUDIT AND RECORDS—NEGOTIATION (JUN 1999)

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.
- (c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to—
  - (1) The proposal for the contract, subcontract, or modification;
  - (2) The discussions conducted on the proposal(s), including those related to negotiating;
  - (3) Pricing of the contract, subcontract, or modification; or
  - (4) Performance of the contract, subcontract or modification.
- (d) Comptroller General—
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
  - (2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating—
  - (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
  - (2) The data reported:
- (f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), ©, (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition—
  - (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - (2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and—
  - (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - (2) For which cost or pricing data are required; or

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- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

36. 52.233-1 - DISPUTES (DEC 1998)

- (a) This contract is subject to the Contract Disputes act of 1978, as amended (41 U.S.C. 601-613)
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

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37. 52.222-26 - EQUAL OPPORTUNITY (FEB 1999)

- (a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (b) During performing this contract, the Contractor agrees as follows:
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  - (2) The Contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
  - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

38. 52.222-21 - PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

39. 52.222-35 - AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) (DEVIATION)

- (a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings," as used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Veteran of the Vietnam era" means a person who--

Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

- (b) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--
- (i) Employment;
  - (ii) Upgrading;
  - (iii) Demotion or transfer;
  - (iv) Recruitment;
  - (v) Advertising;
  - (vi) Layoff or termination;
  - (vii) Rates of pay or other forms of compensation; and
  - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

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(c) Listing openings.

- (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability.

- (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

(e) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

40. 52.222-36 - AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with

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disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
  - (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) Rates of pay or any other form of compensation and changes in compensation;
  - (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) Leaves of absence, sick leave, or any other leave;
  - (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) Activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) Any other term, condition, or privilege of employment
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and (ii) the rights of applicants and employees.
  - (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
  - (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

41. 52.222-37 - EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
  - (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select ending date: (1) As of the end of any pay period during the period January through March

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1 of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

42 52.209-6 - PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 1995)

- (a) The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended or proposed for debarment (See FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) The name of the subcontractor,
  - (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

43. 52.215-12 - SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

(Applies when the clause at FAR 52.215-10 is applicable.)

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, which ever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--
  - (1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data -- Modifications.

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44. 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract--

- (1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- (2) "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (3) "Small business concern owned and controlled by socially and economically disadvantaged individuals" and "small disadvantaged business concern" mean a small business concern that represents, as part of its offer that--
- (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;
- (ii) No material change in disadvantaged ownership and control has occurred since its certification;
- (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- (4) "Small business concern owned and controlled by women" means a small business concern--
- (i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

45. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)

(Applies to leases which exceed \$500,000.)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

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"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract," means any agreement means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

- (c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- (d) The offeror's subcontracting plan shall include the following:
- (1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
  - (2) A statement of--
    - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
    - (ii) Total dollars planned to be subcontracted to small business concerns;
    - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns
    - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
    - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
  - (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns and (iv) women-owned small business concerns.
  - (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
  - (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause
  - (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns,

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- (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
  - (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
  - (9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
  - (10) Assurances that the offeror will-- (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms and in paragraph (j) of this clause, and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
  - (11) A recitation of the types of records the offeror will maintain concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
    - (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged and women-owned small business concerns.
    - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged or women-owned small business concerns.
    - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (A) whether small business concerns were solicited and if not, why not, (B) whether HUBZone small business concerns were solicited and if not, why not, (C) whether small disadvantaged business concerns were solicited and if not, why not, (D) whether women-owned small business concerns were solicited and if not, why not, and (E) if applicable, the reason award was not made to a small business concern.
    - (iv) Records of any outreach efforts to contact (A) trade associations, (B) business development organizations, and (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.
    - (v) Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc., and (B) monitoring performance to evaluate compliance with the program's requirements.
    - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, HUBZone small business, small disadvantaged and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable efforts shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small, HUBZone small business, small disadvantaged and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small, HUBZone small business, small disadvantaged and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

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- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
  - (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

46 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

- (a) *Failure to make a good faith effort to comply with the subcontracting plan*, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require

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that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

- (d) With respect to commercial products plans; i.e., company-wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial products plan.
  - (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
  - (f) Liquidated damages shall be in addition to any other remedies that the Government may have.
47. 552.203-71 - RESTRICTION ON ADVERTISING (VARIATION) (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services.

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<b>REPRESENTATIONS AND CERTIFICATIONS</b> (Acquisition of Leasehold Interests in Real Property)	Solicitation Number 99-15	Dated 2/12/01
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Complete appropriate boxes, sign the form, and attach to offer.

01 FEB 21 01 PM

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (NOV 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 6515.  
 (2) The small business size standard applicable to this acquisition is average annual gross revenues of \$15 million or less for the preceding three fiscal years.  
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The Offeror represents as part of its offer that it [X] is, [ ] is not a small business concern.  
 (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it [ ] is, [X] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  
 (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this section.) The Offeror represents as part of its offer that it [ ] is, [X] is not a women-owned small business concern.  
 (4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that it—

(i) [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision]. The offeror shall check the category in which its ownership falls:

- \_\_\_\_ Black American.  
 \_\_\_\_ Hispanic American.  
 \_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
 \_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
 \_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
 \_\_\_\_ Individual/concern, other than one of the preceding.

- (c) Definitions. Small business concern, as use in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as use in this provision, means a small business concern—

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one ore more women; and  
 (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.  
 (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference

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programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern..

3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

- (a) It [ X ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ X ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that --

- (a) It [ X ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above: William L. Huntress, Member [insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and  
(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION)

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(Applies to leases which exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,—
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation.
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(Applies to leases which exceed \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - (A) Are ☐ are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have ☐ have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
    - (C) Are ☐ are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

- (a) Definitions.

(b) (6)

INITIALS LESSOR & GOVERNMENT



"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

- \* TIN: (b) (4)
- \* TIN has been applied for.
- \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- \* Offeror is an agency or instrumentality of a foreign government;
- \* Offeror is an agency or instrumentality of the Federal government;

(e) Type of organization.

- \* Corporate entity (not tax-exempt);

(f) Common Parent.

- \* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- \* Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

9. OFFEROR'S DUNS NUMBER (APR 1996)

Enter number, if known: \_\_\_\_\_

OFFEROR OR AUTHORIZED REPRESENTATIVE	Name and Address (Including ZIP Code) William L. Huntress Acquest OPP LLC 300 Pearl Street Buffalo, New York 14202	Telephone Number (b) (6)
(b) (6)		Date 2/12/01 3/28/01

INITIALS:

(b) (6)  
LESSOR

&   
GOVERNMENT



# LAND LEASE

## LEASE

THIS LEASE made and entered into this 20th day of February 1990, by and between the Colorado State Board of Agriculture for the use and benefit of Colorado State University, hereinafter referred to as the "University" and the United States of America, acting by and through the Administrator of the Animal and Plant Health Inspection Service of the United States Department of Agriculture, hereinafter referred to as the "Government".

WHEREAS, the Government wishes to lease certain land on the Foothills Campus of the University for the purpose of constructing a wildlife research facility to be used as part of a cooperative program with the University to conduct wildlife research;

WHEREAS, the University desires to have the Government lease and utilize said premises for a cooperative program with the University and inasmuch as such cooperative program adds to the educational and research base of the University:

NOW, THEREFORE, the parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The University hereby leases to the Government forty-three (43) acres more or less, on the Foothills Campus of the University at Fort Collins, Colorado, as hereinafter described, and as shown on Exhibit A attached hereto and made a part hereof.

2. The term of this Lease is fifty (50) years beginning January 1, 1990 subject to termination and renewal rights thereafter as hereinafter set forth. This lease may, by mutual agreement of the parties, be renewed for an additional period of thirty (30) years provided notice is given in writing to the University at least six (6) months before this lease would otherwise expire.

3. The Government shall pay the University for the land, a lease payment at the rate of one dollar (\$1.00) per year for the term of the Lease, including the 30-year option period. In the interest of administrative efficiency the actual payments are hereby waived. As consideration for this Lease, the Government promises to begin construction of the wildlife research facilities on the real property herein described not later than January 1993. If construction has not commenced by such date, the University may terminate the Lease if the Government's progress in developing the site is not satisfactory. Beginning of construction is hereby defined as the beginning of construction on site improvements and/or site utilities.

4. The Government shall not sublease said premises or assign this Lease. Further, the Government will not permit the use of said premises by anyone other than the Government, and the agents and employees of the Government.

5. The University shall furnish to the Government during the occupancy of said premises under the terms of this Lease the following:

- a. Right of ingress and egress to the above-described premises.
- b. The right to connect to existing or future University-owned utilities and/or services including gas, electricity, water, steam, and sewer systems, if applicable, and as long as available through the University. Such services will be paid for by the Government.

6. The Government shall have the right during the existence of this Lease, to erect a wildlife facility as may be needed and to erect additions thereto. All costs of constructing the facility including the costs of clearing the site, shall be borne by the Government. The Government shall have the right to place signs in or upon the premises hereby leased, providing such signs will conform to the University's graphics system. The specific design and placement of any signs must be approved in writing by the University's Director of Facilities Services in advance of placement.

7. Such improvements and facilities as cited above shall be and remain the property of the Government and may be removed therefrom by the Government within a reasonable time, not to exceed one year, after termination of this Lease. The Government shall retain the right to dispose of the buildings, improvements, and facilities in place in the event that the use contemplated herein is discontinued by the Government; provided, that if disposition of the buildings is to a party or parties other than the Government, the buildings, improvements, and facilities will be removed from the premises within a reasonable time (not to exceed one year), and the site shall be restored to a condition reasonable like the site condition prior to erection of said facilities. The Government may, with the mutual consent of the University, donate any or all of the buildings, improvements and facilities in place at the termination of the Lease to the University.

8. The Government agrees that in its development of plans for structures and facilities to be erected on the leased land, it will coordinate and discuss its plans with the University, and will obtain the approval of the University to insure that they will conform with the general architectural design and engineering standards established by the University for its construction program. Further, all site plans and land use plans for the leased land shall be subject to review and written approval by the University for compatibility with the University's surrounding land uses and planned land uses. The "CSU Building Construction Standards Manual" represents a guideline to be referred to in the construction of the Government's facilities, but specific standards requirements in such manual may be negotiated by the parties when they are deemed not applicable or not appropriate for the Foothills Campus leased site.

9. The Government agrees that all expenses for utilities, maintenance, operation and repair for the facility shall be the obligation of the Government. The University may, at its option, undertake such maintenance and repairs at its own expense, with prior consultation and approval by the Government.

10. The Government shall maintain the said premises in good repair and in tenantable condition during the term of this Lease. The University shall have the right to enter the premises at reasonable times for the purpose of making necessary inspections. Such inspections shall be by prior notice and agreement with the Government and scheduled in a manner so as not to conflict with the Government research or the safety and health of animals and people.

11. The Government agrees to negotiate and execute a Memorandum of Understanding with the University prior to the actual start of construction.

12. The Government shall be responsible for the proper and lawful (and, where required, licensed) disposal, handling, monitoring and recording of any toxic and/or hazardous waste generated by and/or from the operations on the leased site. The Government shall maintain complete records concerning such toxic and/or hazardous waste, which records shall be made available for reasonable review and copying by the University upon written request by the University. The Government's use, occupancy and activities on the lease site shall at all times and in all manner comply with Environmental Protection Agency rules and regulations. The Government shall not be responsible or liable for any existing environmental hazard(s) on the leased site. The Government shall not be responsible or liable for any toxic or hazardous waste generated by University faculty, staff, employees or students working at the leased site pursuant to said MOU, or otherwise.

13. The Government shall conduct all operations on the leased site so as not to endanger the University, the general public, and wild and domestic animal life as to communicable diseases.

14. The University agrees to grant necessary easements required for utilities and road access in conjunction with this lease.

15. The University agrees to coordinate, with the Government, plans for building structures and/or changes in use patterns adjacent to the leased site prior to commencement of construction and/or changes in use. Such coordination will insure compatibility with the Government research program.

16. The University warrants and represents itself to be the owner of, or the authorized representative or agent of the owner of, the leased premises in the form and manner as stated herein, and during the term of this Lease covenants and agrees to warrant and defend the Government in the quiet, peaceable enjoyment and possession of the leased premises.

17. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Lease. Any provision of this Lease, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise.

(b) (6)



Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Lease to the extent that the Lease is capable of execution.

18. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

19. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401, et seq., (Abuse of Public Office), C.R.S., as amended, and that no violation of such provisions is present.

20. All notices or official communications which may be required under this agreement shall be given as follows:

The University:

Director of Administrative Services  
Room 309, Administration Building  
Colorado State University  
Fort Collins, CO 80523

The Government:

USDA APHIS FSO  
Butler Square 5th Floor  
100 North 6th Street  
Minneapolis, MN 55403

21. The parties hereto understand and agree that liability of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of 24-10-101, et seq., C.R.S., as amended and 24-30-1501, et seq., C.R.S., as amended. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the University to the above cited laws.

22. The parties hereto understand and agree that any liability of the Government is limited and governed by the "Federal Employees Liability Reform and Tort Compensation Act" of 1988, PL 100-694.

23. This agreement may be amended by mutual agreement in writing executed by the officials executing this agreement or their successors, and appended herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

(b) (6)

Colorado State Board of  
Agriculture: "University"

By:

(b) (6)

Vice President/

(b) (6)

U. S. Department of Agriculture  
Animal and Plant Health Inspection  
Service: "Government"

By:

(b) (6)

Contracting Officer

Address:

(b) (6)

Supervisory Realty Specialist

(b) (6)

*[Handwritten signature]*

DESCRIPTION OF THE LEASE

Common Description:

Denver Wildlife Research Center - United States Department of  
Agriculture Animal and Plant Health Inspection Service

General Location:

This tract is located South of Laporte Avenue and East of College Lake

Legal Description:

A parcel of land situated in the S1/2 of Section 8, Township 7 North,  
Range 69 West of the 6th Principal Meridian, County of Larimer, State of  
Colorado, being more particularly described as follows:

Commencing at the West 1/4 Corner of said section 8; thence N 84° 32'  
17" E along the north line of the South 1/2 of said section 8 a distance  
of 469.19 feet; thence S 5° 27' 43" E departing said north line, a  
distance of 404.56 feet to the Point of Beginning; thence N 85° 43' 59"  
E a distance of 653.67 feet; thence S 44° 29' 01" E a distance of  
199.74 feet; thence S 18° 24' 39" E a distance of 406.24 feet; thence  
S 89° 46' 02" E a distance of 397.69 feet; thence N 58° 53' 25" E a  
distance of 180.40 feet; thence S 06° 16' 58" E a distance of 1200.02  
feet; thence S 86° 42' 21" W a distance of 1048.58 feet; thence N 24°  
13' 03" W a distance of 1438.83 feet to a point of curvature from whence  
the center of said curve bears N 65° 46' 57" E; thence along a curve to  
the right of 300.00 feet, a central angle of 46° 25' 45", an arc  
distance of 243.10 feet; thence N 22° 12' 42" E a distance of 99.50  
feet to the point of beginning containing in all an area of 1,858,957  
square feet or 42.6758 acres more or less.

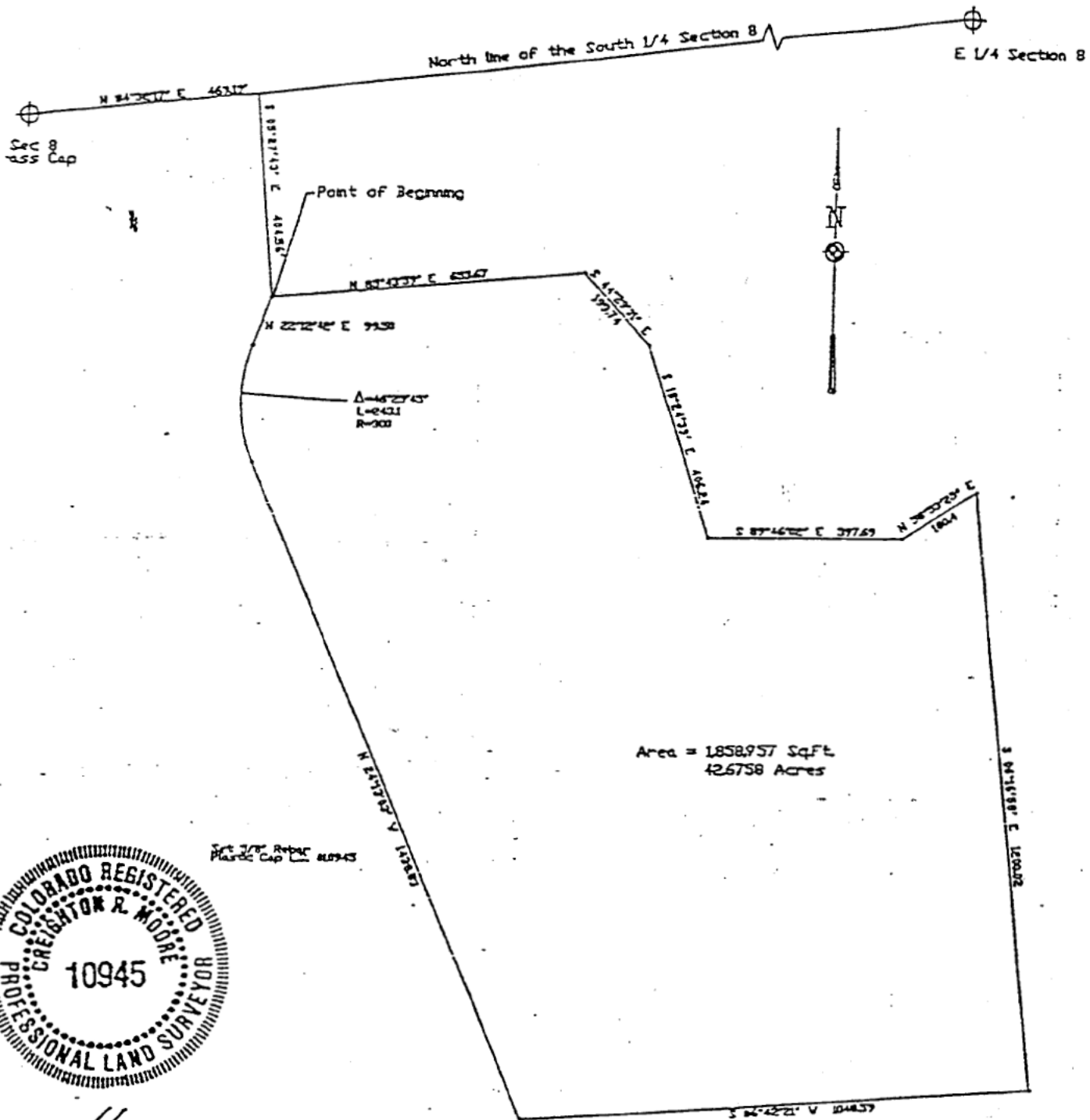


(b) (6)

(b) (6)

*[Handwritten signature]*





*Creighton R. Moore*

Denver Wildlife Research Center - United States Department  
of Agriculture Animal And Plant Health Inspection Service

(b) (6) *WJD*

## AMENDMENT NUMBER ONE TO LEASE

THIS AMENDMENT NUMBER ONE TO LEASE is entered into by and between the Colorado State Board of Agriculture, for the use and benefit of Colorado State University (the "University") and the United States of America, acting by and through the Administrator of the Animal and Plant Health Inspection Service of the United States Department of Agriculture (the "Government").

### RECITALS

A. Pursuant to a lease agreement dated February 20, 1990 (the "Lease"), the University leased to the Government approximately 43 acres of land located at the University's Foothills Campus in Larimer County, Colorado and described on Exhibit A attached thereto (the "Property"). The Lease was recorded in the records of the Larimer County Clerk and Recorder on March 1, 1990 at Reception Number 90008715.

B. The Government has requested that the University assist in arranging for the construction of an office and laboratory facility for lease to the Government on approximately 7.8 acres of the Property more specifically described on Exhibit B attached hereto and incorporated herein by this reference (the "Deleted Property"). The University is willing to assist the Government in this goal by leasing the Deleted Property to the Colorado State University Research Foundation ("CSURF"), a private not-for-profit corporation, for the purposes of constructing an office and laboratory facility for lease to the Government.

C. In order to facilitate the transaction between CSURF and the Government and in response to the Government's request, the University is willing to modify the description of the Property subject to the Lease to exclude the "Deleted Property" on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained in the Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The property subject to the Lease, as described in Exhibit A attached thereto, is hereby amended to exclude the Deleted Property as of July 19, 1996 (the "Effective Date"). From and after the Effective Date, the Property subject to the Lease shall consist of approximately 35.20 acres of real property being the remainder of that real property described on Exhibit A attached hereto and incorporated herein by this reference less and excluding that real property described on Exhibit B attached hereto.

(b) (6)

Amendment Number One to Lease  
SBA-USDA/APHIS  
Page 2

2. If there is any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Lease shall remain in full force and effect and binding upon the parties in accordance with their terms.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Amendment Number One to Lease Agreement as of the dates set forth below.

STATE BOARD OF AGRICULTURE,  
for the use and benefit of Colorado State  
University

By: (b) (6)  
President, Colorado State  
University

APPROVED AS TO FORM:

By: (b) (6)  
University General Counsel

UNITED STATES OF AMERICA, acting  
by and through the U.S. Department of  
Agriculture Animal and Plant Health  
Inspection Service

By: (b) (6)  
Contracting Officer

ATTEST:



By: (b) (6)  
Secretary, State Board  
of Agriculture

By: N/A  
University Contracts Advisor

ATTEST:

(b) (6)

(b) (6)

A handwritten signature in cursive script, possibly reading "SL", is located at the bottom left of the page.



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 M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$.00

### AMENDMENT NUMBER TWO TO LEASE

THIS AMENDMENT NUMBER TWO TO LEASE is entered into by and between the Colorado State Board of Agriculture, for the use and benefit of Colorado State University (the "University") and the United States of America, acting by and through the Administrator of the Animal and Plant Health Inspection Service of the United States Department of Agriculture (the "Government").

### RECITALS

A. Pursuant to a lease agreement dated February 20, 1990 (the "Lease"), the University leased to the Government approximately 43 acres of land located at the University's Foothills Campus in Larimer County, Colorado and described on Exhibit A attached thereto (the "Property"). The Lease was recorded in the records of the Larimer County Clerk and Recorder on March 1, 1990 at Reception Number 90008715.

B. The Lease has previously been amended to modify the description of the Property pursuant to Amendment Number One to Lease Agreement, of even date herewith.

D. The parties desire to further modify the Lease to confirm their agreement regarding payment for costs of utility infrastructure as contemplated by Paragraphs 5 and 9 of the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained in the Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraphs 5 and 9 of the Lease provide that the Government shall pay all expenses for connection to and utilization of utilities for the facilities contemplated thereunder. In accordance with this provision, the Government shall pay to the University the sum of \$339,865.00 on before December 31, 1996, which amount reflects the cost of existing utility infrastructure and capacity to be utilized by the Government in connection with the facilities to be developed on the Property and occupied by the Government. In addition, the Government shall pay all current charges for utilities consumed by the Government from time to time in connection with such facilities, also as contemplated by Paragraph 9 of the Lease.

2. If there is any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Lease

Colorado State University  
 Administration Bldg #203  
 Ft. Collins, CO 80523  
 Attn: Janetha Boswell

Clerks note - No Exhibit "A" Attached

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Amendment Number One to Lease  
SBA-USDA/APHIS  
Page 2

shall remain in full force and effect and binding upon the parties in accordance with their terms.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Amendment Number Two to Lease Agreement as of the dates set forth below.

**STATE BOARD OF AGRICULTURE,**  
for the use and benefit of Colorado State  
University

By:

(b) (6)

Albert C. Yates, President  
Colorado State University

APPROVED AS TO FORM:

By:

(b) (6)

University General Counsel

By:

(b) (6)

University Contracts Advisor

**UNITED STATES OF AMERICA**, acting  
by and through the U.S. Department of  
Agriculture Animal and Plant Health  
Inspection Service

By:

(b) (6)

Contracting Officer

*[Handwritten signature]*

STATE OF COLORADO )  
 ) ss  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 1996 by Albert C. Yates, President, Colorado State University.

My commission expires 3-12-97

(b) (6)

(AFFIX SEAL)

~~Notary Public~~

STATE OF Minnesota ) SS  
COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 20th day of September 1996 by [REDACTED] (b) (6), Contracting Officer, of the United States Department of Agriculture, Animal and Plant Health Inspection Service.

My commission expires January 3, 2000

(b) (6)

(AFFIX SEAL)

Notary Public





Colorado State University  
SBA Meeting - February 11, 1998

Exhibit 3: AMENDMENT NUMBER THREE TO LEASE

THIS AMENDMENT NUMBER THREE TO LEASE (Third Amendment) is entered into this 18<sup>th</sup> day of February, 1998 by and between Colorado State Board of Agriculture for the use and benefit of Colorado State University (University), and the United States of America, acting by and through the Administrator of the Animal and Plant Health Inspection Service of the United States Department of Agriculture (Government).

RECITALS

A. The University leased to the Government approximately 43 acres of land located at the University's Foothills Campus in Larimer County, Colorado as shown in Exhibit A (Property), in a Lease dated February 20, 1990 and recorded at the Larimer County, Colorado, Clerk & Recorder's Office on March 1, 1990 at Reception Number 90008715 (Lease).

B. The parties amended the Lease by "AMENDMENT NUMBER ONE TO LEASE" on July 22, 1996 (First Amendment), which changed the amount of leased property to approximately 35 acres. The First Amendment is not recorded. On the 8 acres no longer subject to the Lease under the First Amendment, a building was to be constructed for the Government's use for which a separate agreement was to be executed.

C. The parties amended the Lease by "AMENDMENT NUMBER TWO TO LEASE" on September 20, 1996 (Second Amendment) related to payment for utility infrastructure. The Second Amendment is not recorded.

D. The parties terminated the First Amendment on or around December 3, 1996, restoring the amount of leased property to the originally leased 43 acres, as terms were not reached for a separate agreement related to construction of a building intended on the 8 acres for the Government's use. As used herein, the term "Lease" refers to and includes the Lease as amended by the Second Amendment.

E. The parties wish to further amend the Lease to clarify that the University may grant certain rights of use on the Property to third parties, as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

(b) (6)

Colorado State University  
Administration Bldg #263  
H. Collins, CO 80523  
Attn: Janetha Boswell

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Colorado State University  
SBA Meeting - February 11, 1998

Amendment Number Three to Lease  
SBA-USDA/APHIS  
Page 2

1. The University reserves the right to utilize, in common with the Government and others, vehicular entrances, streets, roadways, utility easements, storm drainage facilities, common detention areas, sidewalks, rights of way, and similar improvements or amenities on the Property.

Further, the University reserves the right to grant easements, rights of way or other licenses for vehicular entrances, streets, roadways, utility easements, storm drainage facilities, common detention areas, sidewalks, rights of way, and similar improvements or amenities on or across the property so long as such uses do not unreasonably impair the Government's or other permitted user's use of the Property. Any cost associated with rights granted by the University to third parties shall be borne by the University or the third party.

The University shall notify the Government, and any other permitted users of the Property, of its intent to grant an easement, right of way or other license on the Property, so as to allow the Government, or other permitted users, to communicate any objection to the University regarding such proposed easement, right of way or other license.

2. If there is any conflict between terms of this Third Amendment and terms of the Lease, this Third Amendment shall govern. Except as specifically set forth herein, all other provisions of the Lease shall remain in full force and effect and be binding upon the parties in accordance with its terms.

IN WITNESS WHEREOF, the authorized officers of the parties have set their hands and seals the day and year first written above.

(b) (6)

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Colorado State University  
SBA Meeting - February 11, 1998

Amendment Number Three to Lease  
SBA-USDA/APHIS  
Page 3

State Board of Agriculture for the use and  
benefit of Colorado State University

(b) (6)

President

U.S. Department of Agriculture Animal  
and Plant Health Inspection Service

(b) (6)

By:

Contracting Officer

APPROVED:

By: (b) (6)

University Contracts Manager

ATTEST:

By: (b) (6)

Supervisory Realty Specialist

By: (b) (6)

Assoc. University General Counsel

DISTRICT OF  
STATE OF COLORADO)

COLUMBIA Jss.  
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of  
February 1998, by \_\_\_\_\_, President of the Colorado State  
Board of Agriculture.

My commission expires September 4, 2001. Witness my hand and official seal.

(b) (6)

Notary Public



STATE OF MINNESOTA)  
ss  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day  
of February, 1998 by Michael F. Turk, Contracting  
Officer of the

(b) (4)

My commission expires January 31, 2000

(b) (6)

Notary Public





(b) (6)

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Colorado State University  
 SBA Meeting - February 11, 1998

Exhibit 1: AMENDMENT NUMBER FOUR TO LEASE

THIS AMENDMENT NUMBER FOUR TO LEASE is entered into <sup>February 13, 1998</sup> by and between the Colorado State Board of Agriculture, for the use and benefit of Colorado State University (the "University") and the United States of America, acting by and through the Administrator of the Animal and Plant Health Inspection Service of the United States Department of Agriculture (the "Government").

RECITALS

A. Pursuant to a lease agreement dated February 20, 1990 (the "Land Lease"), the University leased to the Government approximately 43 acres of land located at the University's Foothills Campus in Larimer County, Colorado and described on Exhibit A attached hereto (the "Property"). The Land Lease was recorded in the records of the Larimer County Clerk and Recorder on March 1, 1990 at Reception Number 90008715.

B. The Land Lease has previously been amended to modify the description of the Property pursuant to Amendment Number One to Lease Agreement. By mutual consent of the University and Government, Amendment Number One has been declared VOID and of no further force and effect, and the description of the Property remains as described in the original Land Lease.

C. The Land Lease has previously been amended pursuant to Amendment Number Two to Lease Agreement executed on behalf of the Government on April 24, 1996 and on behalf of the University on July 22, 1996, to modify the Land Lease to confirm the agreement between the University and the Government regarding payment of the cost of utility infrastructure as contemplated by Paragraphs 5 and 9 of the Land Lease. The parties acknowledge that all such payments have been made.

D. The Land Lease has previously been amended pursuant to Amendment Number Three to Lease Agreement executed on behalf of the Government on February 18, 1998 and on behalf of the University on February 13, 1998, to provide for the University to reserve the right to utilize in common with the Government, and other third parties, other vehicular entrances, streets, roadways, utility easements, storm drainage facilities, sidewalks, rights of way, and similar improvements or amenities to the Property and further reserving to the University the right to grant easements, rights of way or other licenses for vehicular entrance, streets, roadways, utility easements, storm drainage facilities, common detention areas, sidewalks, rights of way, and similar improvements or amenities on or across the Property as long as such uses do not impair the Government's use or other permitted uses of the Property. The Government is only responsible for maintenance of vehicular entrances, streets, etc., occasioned by the Government's use. The University is

*Colorado State University  
 Administration Bldg #263  
 Ft. Collins, CO 80523  
 Attn: Janetha Boswell*

(b) (6)

8  
Colorado State University  
SBA Meeting - February 11, 1998

Amendment Number Four to Lease  
SBA-USDA/APHIS  
Page 2

responsible for repair and maintenance occasioned by the use or damage caused by its employees, representatives, and invitees.

E. The Government has requested that the University assist it in arranging for the construction of an office and laboratory facility for lease to the Government on approximately 7.8 acres of the Property more specifically described on Exhibit B attached hereto and incorporated herein by this reference (the "Deleted Property"). The University is willing to assist the Government in this goal by leasing the Deleted Property to Acquest Holdings, FC, LLC ("Acquest"), a New York limited liability company, for the purposes of constructing an office and laboratory facility for lease to the Government.

F. In order to facilitate the transaction between Acquest and the Government and in response to the Government's request, the University is willing to modify the description of the Property subject to the Land Lease to exclude the Deleted Property on the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained in the Land Lease and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The property subject to the Land Lease, as described in Exhibit A attached thereto, is hereby amended to exclude the Deleted Property as of February 13, 1998 (the "Effective Date"). From and after the Effective Date, the Property subject to the Land Lease shall consist of approximately 35.20 acres of real property being the remainder of that real property described on Exhibit A attached hereto and incorporated herein by this reference less and excluding that real property described on Exhibit B attached hereto.

2. In the event that the Government purchases the improvements on the Deleted Property from Acquest, the University shall consent to a return of the Deleted Property to the Government under the Land Lease.

3. If there is any conflict between the terms and conditions of this Amendment and the terms and conditions of the Land Lease, the terms and conditions of this Amendment shall govern. Except as specifically set forth herein, all other provisions of the Land Lease shall remain in full force and effect and binding upon the parties in accordance with their terms.

(b) (6)



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Colorado State University  
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Amendment Number Four to Lease  
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Page 3

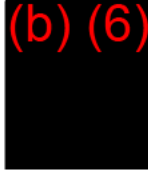
4. If the Government elects to terminate the Permitted Sublease (as defined the Ground Lease between the University and Acquest), at the expiration of the initial term of said Ground Lease, the University shall not provide approval to Acquest to lease to a tenant whose use will conflict with any on-going uses by the Government on adjacent properties or properties in the general vicinity of the Acquest property. Nor shall the University use the property in a manner which would impair the Government's use of adjacent properties or properties in the general vicinity of the Acquest property in any manner.

5. The University agrees that upon the expiration, or earlier termination, of its Ground Lease with Acquest, the Deleted Property, at the election of the Government, shall become subject to the terms and conditions of the then existing Land Lease. The Acquest will provide written notice of the termination date to the Government. The Government shall give the University written notice of its intent to so elect within 10 days of the expiration of the Ground Lease. In the event that Acquest's right to the Deleted Property is terminated prior to expiration of the term of Ground Lease with the University, the return of the Deleted Property to the Government shall occur, upon the giving of the notice set forth above, subject to the rights of any then existing Permitted Mortgagee (as defined in the Ground Lease between the University and Acquest).

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Amendment Number Four to Lease Agreement as of the dates set forth below.

(b) (6)



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Colorado State University  
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SBA-USDA/APHIS  
Page 4

STATE BOARD OF AGRICULTURE,  
for the use and benefit of Colorado State  
University

(b) (6)

President

ATTEST:

(b) (6)

By:

Secretary

APPROVED AS TO FORM:

(b) (6)

By:

Assoc. University General Counsel

(b) (6)

By:

University Contracts Advisor

UNITED STATES OF AMERICA, acting  
by and through the U.S. Department of  
Agriculture Animal and Plant Health  
Inspection Service

(b) (6)

By:

Contracting Officer

ATTEST:

(b) (6)

(b) (6)

Colorado State University  
SBA Meeting – February 11, 1998

Amendment Number Four to Lease  
SBA-USDA/APHIS  
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STATE OF COLORADO)  
                                ) ss  
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 1998 by Albert C. Yates, President and John W. Bliss, Secretary of the State Board of Agriculture, Colorado State University.

My commission expires 5/30/2001.

(b) (6)

## Notary Public

(AFFIX SEAL)

DISTRICT OF  
STATE OF MINNESOTA)  
Columbia ) SS  
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 12 day of February, 1998 by Michael F Turk, Contracting Officer of the United States Department of Agriculture, Animal and Plant Health Inspection Service.

My commission expires September 14, 2001

(b) (6)

Notary Public

(AFFIX SEAL)

(b) (6)



Colorado State University  
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Amendment Number Four to Lease  
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Exhibit A - Page 1 of 2

DESCRIPTION OF THE LEASE

Common Description:

Denver Wildlife Research Center - United States Department of  
Agriculture Animal and Plant Health Inspection Service

General Location:

This tract is located South of Laporte Avenue and East of College Lake

Legal Description:

A parcel of land situated in the S1/2 of Section 8, Township 7 North,  
Range 69 West of the 6th Principal Meridian, County of Larimer, State of  
Colorado, being more particularly described as follows:

Commencing at the West 1/4 Corner of said section 8; thence N 84° 32'  
17" E along the north line of the South 1/2 of said section 8 a distance  
of 469.19 feet; thence S 5° 27' 43" E departing said north line, a  
distance of 404.56 feet to the Point of Beginning; thence N 85° 43' 59"  
E a distance of 653.67 feet; thence S 44° 29' 01" E a distance of  
199.74 feet; thence S 18° 24' 39" E a distance of 406.24 feet; thence  
S 89° 46' 02" E a distance of 397.69 feet; thence N 58° 53' 25" E a  
distance of 180.40 feet; thence S 06° 16' 58" E a distance of 1200.02  
feet; thence S 86° 42' 21" W a distance of 1048.58 feet; thence N 24°  
13' 03" W a distance of 1438.83 feet to a point of curvature from whence  
the center of said curve bears N 65° 46' 57" E; thence along a curve to  
the right of 300.00 feet, a central angle of 46° 25' 45", an arc  
distance of 243.10 feet; thence N 22° 12' 42" E a distance of 99.50  
feet to the point of beginning containing in all an area of 1,858,957  
square feet or 42.6758 acres more or less.

(b) (6)



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Exhibit B - Page 1 of 2

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTH ONE-HALF OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 8; THENCE NORTH 84°32'17" EAST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SAID SECTION 8 A DISTANCE OF 469.19 FEET; THENCE SOUTH 00°27'43" EAST A DISTANCE OF 404.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 85°43'59" EAST A DISTANCE OF 40.42 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08°52'58", A RADIUS OF 193.72 FEET AND AN ARC LENGTH OF 30.03 FEET, WHOSE CHORD BEARS SOUTH 83°20'49" EAST A DISTANCE OF 30.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87°47'18" EAST A DISTANCE OF 123.66 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°30'32", A RADIUS OF 700.00 FEET AND AN ARC LENGTH OF 287.21 FEET, WHOSE CHORD BEARS SOUTH 79°32'34" EAST A DISTANCE OF 285.20 FEET; THENCE SOUTH 03°09'09" EAST A DISTANCE OF 464.36 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 65°19'09", A RADIUS OF 59.00 FEET AND AN ARC LENGTH OF 67.26 FEET, WHOSE CHORD BEARS SOUTH 29°30'26" WEST A DISTANCE OF 63.68 FEET TO A POINT OF TANGENCY; THENCE SOUTH 62°10'00" WEST A DISTANCE OF 97.45 FEET; THENCE SOUTH 27°50'00" EAST A DISTANCE OF 182.00 FEET; THENCE SOUTH 82°10'00" WEST A DISTANCE OF 238.49 FEET; THENCE NORTH 24°13'03" WEST A DISTANCE OF 876.81 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46°28'01", A RADIUS OF 300.00 FEET AND AN ARC LENGTH OF 243.13 FEET, WHOSE CHORD BEARS NORTH 01°00'05" EAST A DISTANCE OF 236.52 FEET TO A POINT OF TANGENCY; THENCE NORTH 22°12'56" EAST A DISTANCE OF 89.49 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 340,156 SQUARE FEET OR 7.8089 ACRES.



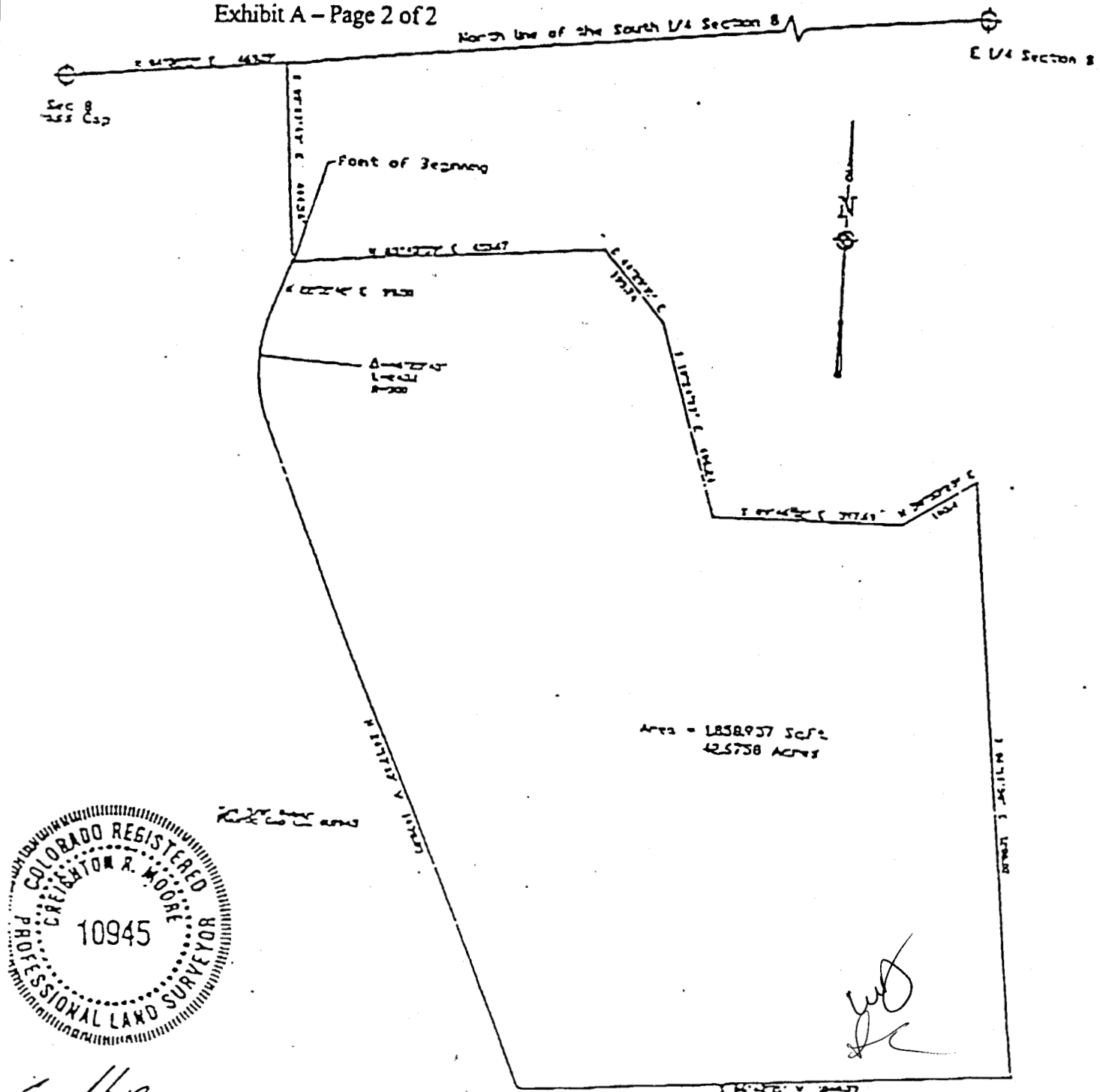
PREPARED BY:  
C. R. MOORE LAND SURVEYING  
P. O. BOX 5153

(b) (6)

Colorado State University  
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Amendment Number Four to Lease  
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Exhibit A - Page 2 of 2





<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 17  TO LEASE NO. GS-08P-13658
ADDRESS OF PREMISES 4101 Laporte Avenue Fort Collins, CO 80521-2154	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **Acquest Government Holdings OPP, LLC**

whose address is: 5554 Main Street #1  
 Williamsville, NY 14221-5406

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to exercise the first of the two 10-year renewal options outlined in Standard Form 2 Paragraph 5 and to add Attachments 1 through 4.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **January 30, 2023**, as follows:

1) The following paragraph is hereby added to the Lease:

The renewal option contained in Standard Form 2 Paragraph 5 is hereby exercised. The following terms and conditions apply to the renewal option:

**LEASE TERM**

One (1) – Ten (10) year renewal option for the period beginning January 30, 2023 through January 29, 2033.

**THE PREMISES**

The Government shall occupy 170,546 RSF, yielding 170,546 ABOA.

**RENT AND OTHER CONSIDERATIONS**

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the rates outlined in the following rent table:

This Lease Amendment contains 2 pages and 4 Attachments.  
 All other terms and conditions of the lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: (b) (6)  
 Name: William Huntress  
 Title: ManagerASP  
 Entity Name: Acquest Government Holdings OPP, LLC  
 Date: 1/28/2023

**FOR THE GOVERNMENT:**

Signature: (b) (6)  
 Name: Michael Gawell  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 2/9/2023

**WITNESSED FOR THE LESSOR BY:**

Signature: (b) (6)  
 Name: JIM HARRIGAN  
 Title: Manager  
 Date: 2/1/2023

RENEWAL TERM JANUARY 30, 2023 – JANUARY 29, 2033		
	ANNUAL RENT	ANNUAL RENT/RSF (ROUNDED)
SHELL RENT	(b) (4)	(b) (4)
OPERATING COSTS*	(b) (4)	(b) (4)
<b>TOTAL ANNUAL RENT</b>	<b>\$1,648,711.40</b>	

\*Operating Costs reflect annual Operating Cost Adjustments as of January 30, 2022.  
Operating Cost Adjustments shall continue through the Renewal Term.

- 2) The following clause is hereby incorporated into the Lease:

Attachment 1, FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

- 3) The following clause is hereby incorporated into the Lease:

Attachment 2, GSAR 552.270-33, Foreign Ownership and Financing Representation for High-Security Leased Space (Jun 2021)

- 4) The following clause is hereby incorporated into the Lease:

Attachment 3, GSAR 552.270-34, Access Limitations for High-Security Leased Space (Jun 2021)

- 5) The following clause is hereby incorporated into the Lease:

Attachment 4, LA-22-01: Revised Lease Language, Labor Standards (Jan 2022)

INITIALS:

(b) (6)

DS  
mg  
GOV'T

Attachment 1

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

LESSOR:  DS  
AGENT: 



(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any

LESSOR:  COMMENT: 

equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause


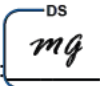
(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

LESSOR:  VERNMENT: 

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

LESSOR:  COMMENT: 



## Attachment 2

### 552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

#### FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) *Definitions.* As used in this clause—

*Financing* means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

*Foreign entity* means a:

- (i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- (ii) Government or governmental instrumentality that is not the United States Government.

*Foreign person* means an individual who is not:

- (i) A United States citizen; or
- (ii) An alien lawfully admitted for permanent residence in the United States.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to

LESSOR: (b) (6) GOVERNMENT: 

the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it ☐ does or ☒ does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name (do not use a "doing business as" name)	N/A
Unique entity identifier (if available)	N/A

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?:

☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?:

☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	N/A
Country	N/A

(d) *Highest-level owner.*

(1) The Offeror or Lessor represents that the immediate owner, if any, ☐ is or ☒ is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name (do not use a "doing business as" name)	N/A
---	-----

LESSOR: (b) (6) GOVERNMENT mg

Unique entity identifier (if available)	N/A
--	-----

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?:

☐ Yes or ☐ No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?:

☐ Yes or ☐ No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	N/A
Country	N/A

**(e) *Financing entity.***

(1) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing ☐ does or ☐ does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name (do not use a "doing business as" name)	N/A
Unique entity identifier (if available)	N/A

Physical address	N/A
Country	N/A

(End of clause)

LESSOR **(b) (6)** GOVERNMENT 



OFFEROR OR LESSOR NAME AND SIGNATURE	<u>Acquest Government Holdings OPP, LLC</u>	
	Name <b>(b) (6)</b>	1/28/2023
	Signature	Date

LESSOR: **(b) (6)** INSTRUMENT: 

### Attachment 3

#### 552.270-34 Access Limitations for High-Security Leased Space.

##### ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

(End of clause)

LESSOR:  GOVERNMENT: 

## Attachment 4

### LA-22-01: Revised Lease Language

Changes are noted in **yellow highlights**

#### LABOR STANDARDS (JAN 2022)

If the Lessor proposes to satisfy the requirements of this Lease through the construction of a new Building or the complete rehabilitation or reconstruction of an existing Building, and the Government will be the sole or predominant tenant such that any other use of the Building will be functionally or quantitatively incidental to the Government's use and occupancy, the following FAR clauses shall apply to all work (including shell and TIs) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the LCO. Full text versions are also available at [HTTPS://WWW.ACQUISITION.GOV/?Q=BROWSEFAR](https://www.acquisition.gov/?Q=BROWSEFAR).

- 52.222-4 Contract Work Hours and Safety Standards Act—Overtime Compensation
- 52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work
- 52.222-6 Construction Wage Rate Requirements
- 52.222-7 Withholding of Funds
- 52.222-8 Payrolls and Basic Records
- 52.222-9 Apprentices and Trainees
- 52.222-10 Compliance with Copeland Act Requirements
- 52.222-11 Subcontracts (Labor Standards)
- 52.222-12 Contract Termination—Debarment
- 52.222-13 Compliance with Construction Wage Rate Requirements and Related Regulations
- 52.222-14 Disputes Concerning Labor Standards
- 52.222-15 Certification of Eligibility
- 52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026
- 52.222-62 Paid Sick Leave Under Executive Order 13706

(b) (6) DS  
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